

**Hearing Date and Time: November 19, 2019 at 10:00 a.m. (prevailing Eastern Time)**

**Objection Deadline: November 15, 2019 at 4:00 p.m. (prevailing Eastern Time)**

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*Proposed Counsel to the Official Committee of  
Unsecured Creditors of Purdue Pharma L.P., et al.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	Chapter 11
	)	
PURDUE PHARMA L.P., et al. <sup>1</sup>	)	Case No. 19-23649 (RDD)
	)	
Debtors.	)	Jointly Administered
	)	

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**NOTICE OF HEARING ON APPLICATION FOR ORDER  
AUTHORIZING EMPLOYMENT AND RETENTION OF JEFFERIES  
LLC AS INVESTMENT BANKER TO THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS NUNC PRO TUNC TO OCTOBER 4, 2019**

**PLEASE TAKE NOTICE** that a hearing on the *Application for Order Authorizing*

*Employment and Retention of Jefferies LLC As Investment Banker to the Official Committee of*

*Unsecured Creditors Nunc Pro Tunc to October 4, 2019* (the “Application”) will be held before

the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF L.P. (0495), SVC Pharma L.P. (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

for the Southern District of New York (the “Court”), Courtroom 116, 300 Quarropas Street, White Plains, New York 10601-4140, on **November 19, 2019 at 10:00 a.m. (prevailing Eastern Time)** or as soon thereafter as counsel may be heard.

**PLEASE TAKE FURTHER NOTICE** that any objections (each, an “Objection”) to the relief requested in the Application shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court and served in accordance with the *Amended Order Establishing Certain Notice, Case Management, and Administrative Procedures*, dated as of October 24, 2019 [ECF No. 342], so as to be filed and received no later than **November 15, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”).

**PLEASE TAKE FURTHER NOTICE** that if no Objections are timely filed and served with respect to the Application, the Official Committee of Unsecured Creditors of Purdue Pharma L.P. may, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as Exhibit A to the Application, which order the Court may enter without further notice or opportunity to be heard.

**PLEASE TAKE FURTHER NOTICE** that any objecting parties are required to attend the hearing, and failure to appear may result in relief being granted upon default.

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New York, NY  
Dated: November 5, 2019

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*Proposed Counsel to the Official Committee of Unsecured  
Creditors of Purdue Pharma L.P., et al.,*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 11
PURDUE PHARMA L.P., et al.,	:	Case No. 19-23649 (RDD)
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	

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**APPLICATION FOR ORDER AUTHORIZING EMPLOYMENT AND  
RETENTION OF JEFFERIES LLC AS INVESTMENT BANKER TO THE  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS NUNC PRO  
TUNC TO OCTOBER 4, 2019**

The Official Committee of Unsecured Creditors (the “Committee”) of Purdue Pharma L.P.,  
*et al.* (collectively, the “Debtors”) by this application (this “Application”) respectfully states as  
follows:

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrum Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF L.P. (0495), SVC Pharma L.P. (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

**RELIEF REQUESTED**

1. By this Application, the Committee seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (a) authorizing the retention and employment of Jefferies LLC (“Jefferies”) *nunc pro tunc* to October 4, 2019, as the Committee’s investment banker pursuant to that certain engagement letter between Jefferies and the Committee dated as of October 4, 2019 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit B**, (b) modifying certain time-keeping requirements of rule 2016(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and (c) granting related relief. The Engagement Letter describes (i) the various services that the Committee seeks to have Jefferies perform on its behalf and (ii) the terms and conditions of Jefferies’ proposed engagement by the Committee. Jefferies’ services to the Committee are conditioned upon, and subject to, the Court’s approval of Jefferies’ retention under sections 328(a) and 1103(a) of the Bankruptcy Code.

**JURISDICTION**

2. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are sections 328(a) and 1103 of the Bankruptcy Code (as defined below), Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016.

**BACKGROUND**

3. On September 15, 2019 (the “Petition Date”) each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Since the Petition Date, the Debtors have remained in possession of their assets and have continued

to operate and manage their businesses as debtors in possession under Bankruptcy Code sections 1107(a) and 1108.

4. On September 26, 2019, the U.S. Trustee appointed a committee of unsecured creditors pursuant to Bankruptcy Code section 1102(a)(1). The U.S. Trustee constituted the Committee to comprise the following members: Blue Cross and Blue Shield Association; CVS Caremark Part D Services, L.L.C. and Caremark PCS Health, L.L.C.; Cheryl Juaire; Kara Trainor; LTS Lohmann Therapy Systems Corporation; Pension Benefit Guaranty Corporation; Ryan Hampton; Walter Lee Salmons; and West Boca Medical Center.<sup>2</sup> Thereafter, the Committee selected Akin Gump Strauss Hauer & Feld LLP (“Akin Gump”) to serve as its primary counsel, Bayard, P.A. (“Bayard”) to serve as its efficiency counsel and Province, Inc. (“Province”) to serve as its financial advisor. On October 4, 2019, the Committee selected Jefferies to serve as its investment banker.

5. In support of this Application, the Committee relies on and fully incorporates herein by reference the *Declaration of Leon Szlezinger in Support of Application for Order Authorizing Employment and Retention of Jefferies LLC as Investment Banker to the Official Committee of Unsecured Creditors Nunc Pro Tunc to October 4, 2019* (the “Szlezinger Declaration”), attached hereto as **Exhibit C**, and the *Declaration of Brendan Stuhan in Support of Application for Order Authorizing Employment and Retention of Jefferies LLC as Investment Banker to the Official*

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<sup>2</sup> On October 9, 2019, the Committee received a letter from counsel to a multi-state group comprising approximately 1,222 entities, including 1,172 cities, counties and other governmental entities, seven Native American tribal nations, six hospitals, two districts, 34 medical groups, two funds, and one veterans’ class across 36 states, representing approximately 60,000,000 individuals (the “Multi-State Group”), requesting the opportunity to join the Committee in an *ex officio* capacity. After careful consideration, on October 21, 2019, the Committee determined to grant the Multi-State Group’s request and Cameron County, Texas (the “Ex Officio Member”) joined the Committee. On October 30, 2019, the Multi-State Group filed the *Verified Statement of the Multi-State Governmental Entities Group Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure* [ECF No. 409] disclosing the identity of each member of such group. For the avoidance of doubt, the Ex Officio Member is a non-voting member of the Committee and does not owe fiduciary duties to unsecured creditors as a result of its *ex officio* seat on the Committee.

*Committee of Unsecured Creditors Nunc Pro Tunc to October 4, 2019* (the “Retention Declaration”), attached hereto as **Exhibit D**.

**JEFFERIES’ QUALIFICATIONS AND**  
**THE NEED FOR JEFFERIES’ SERVICES**

6. The Committee submits this Application because of its need to retain a qualified investment banker to assist the Committee with certain critical tasks associated with guiding the Committee through these chapter 11 cases (the “Chapter 11 Cases”) that require investment banking expertise. Specifically, the Committee believes that an investment banker is needed to evaluate, advise, assist, and provide expert testimony, as required, with respect to, among other things, (i) the marketing, negotiation and court approval phases of any potential sale process(es) being conducted by the Debtors, (ii) analysis of any settlements with holders of claims and equity interests of the Debtors as well as any settlements with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, including arising from, related to or in connection with the Settlement Structure (as defined in the Debtors’ Informational Brief [ECF No. 17]), and (iii) relevant valuations, recoveries, evaluation and negotiations of any proposed chapter 11 plan, settlements, and sales. As set forth in the Retention Declaration, the Committee believes that its retention of an investment banker is necessary and appropriate to enable it to evaluate these and the other financial and economic issues raised by the Chapter 11 Cases and effectively fulfill its statutory duties.

7. The Committee has selected Jefferies as its investment banker in these Chapter 11 Cases based upon Jefferies’ extensive experience in matters involving complex financial

restructurings and Jefferies' excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies throughout the United States.

8. As set forth in the Szlezinger Declaration, Jefferies is a full-service investment banking firm, with approximately 3,900 employees in more than 30 offices around the world. Jefferies and its senior professionals have extensive expertise providing investment banking services to financially distressed companies, creditors, committees, equity holders, asset purchasers and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. Jefferies and its professionals are providing or have provided investment banking, financial advisory and other services in connection with the following recent cases, among others: *In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D.W.Va. August 13, 2019); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D.Del. July 1, 2019); *In re The NORDAM Group, Inc.*, Case No. 18-11699 (Bankr. D. Del. Sep. 19, 2018); *In re EXCO Resources Inc., et al.*, Case No. 18-30155 (Bankr. S.D. Tex. August 1, 2018); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018); *In re M & G USA Corporation.*, Case No. 17-12307 (Bankr. D. Del. Jan. 5, 2018); *In re Real Industry, Inc.*, Case. No. 17-12464 (Bankr. D. Del. Dec. 19, 2017); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017); *In re La Paloma Generating Co., LLC*, Case No. 16-12700 (Bankr. D. Del. Jan. 17, 2017); *In re Golfsmith Int'l Holdings, Inc.*, Case No. 16-12033 (Bankr. D. Del. Oct. 13, 2016); *In re Roadhouse Holding, Inc.*, Case No. 16-11819 (Bankr. D. Del. Aug. 31, 2016); *In re Warren Res., Inc.*, Case No. 16-32760 (Bankr. S.D. Tex. July 13, 2016); *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. June 17, 2016); *In re Arch Coal, Inc.*, Case No. 16-40120 (Bankr. E.D. Mo. Mar. 21, 2016); *In re Aspect Software Parent, Inc.*, Case No. 16-10597 (Bankr. D. Del. Apr. 21, 2016); *In re Sundevil Power Holdings, LLC*, Case No. 16-10369 (Bankr.

D. Del. Apr. 7, 2016); *In re Alpha Natural Res., Inc.*, Case No. 15-33896 (Bankr. E.D. Va. Oct. 16, 2015); *In re Patriot Coal Corp.*, Case No. 15-32450 (Bankr. E.D. Va. July 9, 2015); *In re EveryWare Global, Inc.*, Case No. 15-10743 (Bankr. D. Del. May 20, 2015); and *In re Caesars Entm't Operating Co., Inc.*, Case No. 15-01145 (Bankr. N.D. Ill. Mar. 26, 2015).

### **SCOPE OF SERVICES**

9. Jefferies will be responsible for providing the Committee the specific services delineated below. These services involve responsibility for advising the Committee on the strategic elements of the Chapter 11 Cases (including relevant valuations, recoveries, evaluation and negotiation of any proposed chapter 11 plan, settlements and/or potential sale process(es)).

10. Subject to the Court's approval, the Committee anticipates that Jefferies will perform the following investment banking services, among others, pursuant to the Engagement Letter, as mutually agreed upon by Jefferies and the Committee:

- (a) assisting and advising the Committee in examining and analyzing any potential or proposed restructuring, reorganization, rescheduling, recapitalization, reduction, repayment, cancellation, elimination, retirement, refinancing, purchase, repurchase, and/or a material modification or amendment of all or any material portion of the Debtors' debt securities and/or other on- or off-balance sheet indebtedness, obligations or liabilities (including, without limitation, unfunded pension and retiree medical liabilities, lease obligations, trade credit facilities, litigation related claims including, without limitation, contract or tort obligations, joint venture interests and/or partnership interests), preferred stock, common stock and/or hybrid securities, however such result is achieved (including, without limitation, through any plan under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code") confirmed in connection with the Chapter 11 Cases), a transfer, directly or indirectly, to a third party (including, without limitation, a trust or similar entity) of all or a significant portion of the equity securities or any of the businesses or assets of the Debtors or of any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, including, without limitation, any such transactions under section 363 of the Bankruptcy Code, a settlement with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests (including, without limitation, arising from, related to or in connection with the Settlement Structure (as defined in the Debtors' Informational

- Brief [ECF No. 17]]), (any of the foregoing, a “Transaction”) (for the avoidance of doubt, the consummation of any chapter 11 plan shall be deemed a Transaction);
- (b) assisting and advising the Committee in evaluating and analyzing the proposed implementation of any Transaction, including the value of the securities or debt instruments, if any, that may be issued in connection therewith;
  - (c) assisting and advising the Committee in connection with negotiations with other stakeholders;
  - (d) assisting and advising the Committee in evaluating and negotiating any restructuring and/or settlement proposals and/or alternatives and evaluating the impact on unsecured recoveries;
  - (e) attending meetings of the Committee with respect to matters on which Jefferies has been engaged to advise the Committee hereunder;
  - (f) providing testimony, as necessary and appropriate, with respect to matters on which Jefferies has been engaged to advise the Committee hereunder, in the Cases;
  - (g) advising the Committee on the current state of the restructuring and capital markets; and
  - (h) rendering such other investment banking services as may from time to time be agreed upon by the Committee and Jefferies, including, but not limited to, providing expert testimony.

11. While the Committee does not believe that the services to be performed by Jefferies on behalf of the Committee will be duplicative of the services performed by Province, as financial advisor to the Committee, Jefferies and Province recognize the difficulty in predicting how these complex Chapter 11 Cases will proceed. As such, they will undertake to coordinate their services to the Committee to avoid or minimize unnecessary duplication of services and any potential burden on the Debtors. The Committee firmly believes that Jefferies will provide these necessary services in a cost-effective, efficient and expert manner.

#### **JEFFERIES’ DISINTERESTEDNESS**

12. Jefferies has informed the Committee that, as of the date hereof, except as set forth in the Szlezinger Declaration, (a) Jefferies has no connection with the Debtors, their creditors, equity security holders or other parties in interest in these Chapter 11 Cases; (b) Jefferies does not

hold or represent any entity having an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders; and (c) Jefferies (i) is not a creditor, equity security holder or an insider of the Debtors and (ii) is not or was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Jefferies professionals expected to assist the Committee in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

13. The Committee has been advised that Jefferies has agreed not to share and will not share with any other person or entity the compensation to be received for professional services rendered in connection with these Chapter 11 Cases in accordance with section 504(a) of the Bankruptcy Code.

14. Based on the foregoing, the Committee believes that Jefferies is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

### **PROFESSIONAL COMPENSATION**

15. Investment bankers, such as Jefferies, do not customarily charge for their services on an hourly basis. Instead, they typically charge a monthly advisory fee plus an additional fee contingent on occurrence of a specified transaction. As more fully set forth in the Engagement Letter (as modified by the Order), Jefferies and the Committee have agreed, subject to the Court's approval, on the following terms of compensation and expense reimbursement (the "Fee and Expense Structure"):

- Monthly Fee. A monthly fee (the "Monthly Fee") equal to \$225,000 per month until the expiration or termination of the Engagement Letter. The first Monthly Fee shall be payable immediately upon Bankruptcy Court approval of this Application (with, for the avoidance of doubt, the Monthly Fees being deemed to have accrued beginning on the date of the Engagement Letter), and each

subsequent Monthly Fee shall be payable in advance on each monthly anniversary thereafter. Fifty percent of the Monthly Fees in excess of \$2,700,000 (12 Monthly Fees) actually paid to Jefferies shall be credited once (without duplication) against the Transaction Fee (as defined below) due to Jefferies.

- Transaction Fee. Upon the consummation of any chapter 11 plan or other Transaction, a fee (the “Transaction Fee”) equal to \$7,500,000. For the avoidance of doubt, only one Transaction Fee may be payable to Jefferies under the terms of the Engagement Letter.

16. In addition to any fees that may be paid to Jefferies, the Debtors shall reimburse Jefferies for all out-of-pocket expenses (including reasonable fees and expenses of its counsel) incurred in connection with its engagement by the Committee.

17. During the pendency of these Chapter 11 Cases, Jefferies will apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable procedures and orders of the Court consistent with the proposed compensation arrangement set forth in the Engagement Letter.

18. The Committee believes that the Fee and Expense Structure is reasonable. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by Jefferies and the fee structures typically utilized by leading investment banking firms of similar stature to Jefferies for comparable engagements, both in and out of court. The Fee and Expense Structure is consistent with Jefferies’ normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined herein. Moreover, the Fee and Expense Structure is reasonable in light of (a) industry practice, (b) market rates charged for comparable services both in and out of the chapter 11 context, (c) Jefferies’ substantial experience with respect to investment banking services, and (d) the nature and scope of work to be performed by Jefferies in these Chapter 11 Cases. In particular, the Committee believes that the Fee and

Expense Structure creates a proper balance between fixed monthly fees and contingency fees. Similar fixed and contingency fee arrangements have been approved and implemented in other large chapter 11 cases. *See, e.g., In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D. W.Va. August 13, 2019) (authorizing retention of Jefferies under a fixed and contingent fee arrangement); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D.Del. July 1, 2019) (same); *In re Westmoreland Coal Company*, Case No. 18-3562 (Bankr. S.D. Tex. Dec. 16, 2018) (same); *In re Mission Coal Company, LLC*, Case No. 18-04177 (Bankr. N.D. Ala. Oct. 14, 2018) (same); *In re The NORDAM Group, Inc.*, Case No. 18-11699 (Bankr. D. Del. Sep. 19, 2018) (same); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017) (same); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018) (same); *In re CHC Group LTD.*, Case No. 16-31854 (Bankr. N.D. Tex. Aug. 8, 2016) (same); *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. June 17, 2016) (same); *In re Caesars Entm't Operating Co., Inc.*, Case No. 15-01145, (Bankr. N.D. Ill. Mar. 26, 2015) (same); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. June 10, 2014) (same).

19. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are not hours-based, Jefferies does not maintain contemporaneous time records or provide or conform to a schedule of hourly rates for its professionals. Given the foregoing and that Jefferies' compensation is based on fixed fees, the Committee requests that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any order of this Court, or any other guideline regarding the submission and approval of fee applications, Jefferies' professionals be excused from maintaining time records in connection with the services to be rendered to the Committee. Jefferies will nonetheless maintain reasonably detailed summary time records, in one-half hour increments,

which records shall indicate the total hours incurred by each professional for each day and provide a brief description of the nature of the work performed. Courts in other large chapter 11 cases have excused flat-fee professionals from time-keeping requirements under similar circumstances.

*See, e.g., In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D. W.Va. August 13, 2019) (requiring Jefferies only to keep reasonably detailed summary time records in one-half hour increments while indicating the total hours incurred by each professional for each day and briefly describing the nature of the work performed); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D.Del. July 1, 2019) (same); *In re Westmoreland Coal Company*, Case No. 18-3562 (Bankr. S.D. Tex. Dec. 16, 2018) (same); *In re Mission Coal Company, LLC*, Case No. 18-04177 (Bankr. N.D. Ala. Oct. 14, 2018) (same); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017) (same); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018) (same); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. June 10, 2014) (same); *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. June 17, 2016) (same); *In re Caesars Entm't Operating Co., Inc.*, Case No. 15-01145 (Bankr. N.D. Ill. Mar. 26, 2015) (same).

#### **INDEMNIFICATION OF JEFFERIES**

20. As part of the overall compensation payable to Jefferies under the terms of the Engagement Letter, the Engagement Letter provides for certain indemnification obligations to Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees and agents, and any other persons controlling Jefferies or any of its affiliates and their successors and permitted assigns, to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third party subpoenas, damages, costs and expenses, as incurred, related to or arising out of or in connection with Jefferies' services under

the Engagement Letter.<sup>3</sup> Such terms of indemnification, as modified by the Proposed Order, reflect the customary qualifications and limits on such terms for investment bankers such as Jefferies in chapter 11 cases. *See, e.g., In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D. W.Va. August 13, 2019) (approving indemnification provisions); *In re Westmoreland Coal Company*, Case No. 18-3562 (Bankr. S.D. Tex. Dec. 16, 2018) (same); *The NORDAM Group, Inc.*, Case No. 18-11699 (Bankr. D. Del. Sep. 19, 2018) (same); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D. Del. July 1, 2019) (same); *In re Mission Coal Company, LLC*, Case No. 18-04177 (Bankr. N.D. Ala. Oct. 14, 2018) (same); *In re In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017) (same); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018) (same); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017) (same); *In re Ultra Petrol Corp.*, Case No. 16-32202 (Bankr. S.D. Tex. July 20, 2016) (same); *In re Warren Res., Inc.*, Case No. 16-32760 (Bankr. S.D. Tex. July 13, 2016) (same); *In re La Paloma Generating Co., LLC*, Case No. 16-12700 (Bankr. D. Del. Jan. 17, 2017) (same); *In re Golfsmith Int'l Holdings, Inc.*, Case No. 16-12033 (Bankr. D. Del. Oct. 13, 2016) (same); *In re Roadhouse Holding, Inc.*, Case No. 16-11819 (Bankr. D. Del. Aug. 31, 2016) (same); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. June 10, 2014) (same).

### **BASIS FOR RELIEF**

21. The Committee requests entry of an order authorizing it to retain and employ Jefferies pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code. Section 1103(a) of the Bankruptcy Code provides, in relevant part, that the Committee, with the Court's approval, "may select and authorize the employment . . . of one or more attorneys, accountants, or other agents, to

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<sup>3</sup> To the extent there is any inconsistency between the summary of the indemnification provisions set forth in this Application and the indemnification set forth in Schedule A to the Engagement Letter, the terms of the Engagement Letter shall control.

represent or perform services” for the Committee. 11 U.S.C. § 1103(a). Section 328(a) of the Bankruptcy Code provides, in relevant part, that the Committee, with the Court’s approval, “may employ or authorize the employment of a professional person under section . . . 1103 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

22. Given the numerous issues that Jefferies may be required to address in performing its services for the Committee, Jefferies’ commitment to the variable time requirements and effort necessary to address all such issues as they arise, and the market prices for Jefferies’ services for engagements of this nature, the Committee submits that the terms and conditions of the Engagement Letter are fair, reasonable and market-based under the standards set forth in section 328(a) of the Bankruptcy Code. The Committee also believes that the Fee and Expense Structure appropriately reflects (a) the nature and scope of Jefferies’ services, (b) Jefferies’ substantial experience with respect to investment banking services, and (c) the fee structures typically utilized by Jefferies and other investment banks, which do not bill their clients on an hourly basis, in bankruptcy or otherwise.

23. As set forth above, and notwithstanding approval of Jefferies’ engagement under section 328(a) of the Bankruptcy Code, Jefferies intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court’s approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable procedures and orders of this Court, with certain limited modifications as set forth herein. Notwithstanding the foregoing, Jefferies has agreed that the U.S. Trustee may review Jefferies’ compensation under section 330 of the Bankruptcy Code.

24. In light of the foregoing, the Committee submits that the retention of Jefferies is in the best interests of the Committee and the Debtors' unsecured creditors.

**NO PRIOR REQUEST**

25. No prior application for the relief requested herein has been made to this Court or any other court.

**NOTICE**

26. Notice of this Application will be given to: (a) the entities on the Master Service List (as defined in the Case Management Order); (b) the Debtors and their counsel; (c) the Office of the U.S. Trustee for the Southern District of New York; (d) the ad hoc committee of governmental and other contingent litigation claimants represented by Brown Rudnick LLP, Gilbert, LLP, Kramer Levin Naftalis & Frankel LLP, and Otterbourg PC; (e) holders of the 50 largest unsecured claims against the Debtors on a consolidated basis; (f) the United States Department of Justice; (g) the United States Attorney of the Southern District of New York, and (h) the attorneys general for all fifty states and the District of Columbia; (i) the Internal Revenue Service; and (j) all parties entitled to notice pursuant to Local Bankruptcy Rule 2002. The Committee submits that, under the circumstances, no other or further notice is required.

WHEREFORE, the Committee respectfully requests that the Court enter the Proposed Order, granting the relief requested in this Application and such other and further relief as may be just and proper.

Dated: November 5, 2019  
New York, New York

Respectfully Submitted,

**THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF PURDUE PHARMA L.P. ET AL.**

By: Brendan Stuhan

Name: Brendan Stuhan, not in his individual capacity but solely on behalf of Blue Cross and Blue Shield Association, in its capacity as co-chair of the official Committee of Unsecured Creditors of Purdue Pharma L.P., *et al.*

**EXHIBIT A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF  
JEFFERIES LLC AS INVESTMENT BANKER TO THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS *NUNC PRO TUNC* TO OCTOBER 4, 2019**

Upon consideration of the application (the “Application”)<sup>2</sup> of the Committee for entry of an order (a) authorizing the retention and employment of Jefferies LLC (“Jefferies”) *nunc pro tunc* to October 4, 2019, as the Committee’s investment banker pursuant to the Engagement Letter, (b) modifying certain time-keeping requirements of Bankruptcy Rule 2016(a) and Local Bankruptcy Rule 2016-1, and (c) granting related relief; and the Court being satisfied, based on the representations made in the Application and the Szlezinger Declaration, that Jefferies is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, and as required under section 328(a) of the Bankruptcy Code, and that Jefferies represents no interest adverse to the Debtors’ estates with respect to the matters upon which it is to be engaged; and the Court having reviewed the Application, the Szlezinger Declaration, and the Retention Declaration; and

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Application.

the Court having determined that the relief requested in the Application is in the best interests of the Debtors' estates; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Application is APPROVED as set forth herein.
2. Pursuant to sections 328(a) and 1103 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Committee is authorized to employ and retain Jefferies as its investment banker in these Chapter 11 Cases, pursuant to the terms and subject to the conditions set forth in the Engagement Letter and this Order, *nunc pro tunc* to October 4, 2019.
3. Except to the extent set forth herein, the Engagement Letter, including, without limitation, the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code, and the Debtors are authorized to pay, reimburse, and indemnify Jefferies in accordance with the terms and conditions of, and at the times specified in, the Engagement Letter, unless modified herein.
4. Jefferies shall file monthly, interim and final applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures

set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules or Local Bankruptcy Rules as may then be applicable, and any other applicable orders and procedures of this Court; provided, however, that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable procedures and orders of the Court or any guidelines regarding the submission and approval of fee applications, Jefferies' professionals shall be required only to keep reasonably detailed summary time records, in half-hour increments, which time records shall indicate the total hours incurred by each professional for each day and provide a brief description of the nature of the work performed.

5. Notwithstanding anything herein to the contrary, the fees and expenses payable to Jefferies pursuant to the Engagement Letter shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code, except the U.S. Trustee shall retain the right and be entitled to object to Jefferies' fees and expenses based on the reasonableness standard provided for in section 330 of the Bankruptcy Code.

6. Notwithstanding anything in the Application or the Engagement Letter to the contrary, to the extent that Jefferies uses the services of independent contractors or subcontractors (the "Contractors") in these Chapter 11 Cases and Jefferies seeks to pass through the fees and/or costs of the Contractors to the Debtors, Jefferies shall (a) pass through the fees of such Contractors to the Debtors at the same rate that Jefferies pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; and (c) use commercially reasonable efforts to ensure that the Contractors perform conflict checks required by Bankruptcy Rule 2014 and file with the Court such disclosures as required by Bankruptcy Rule 2014.

7. The Committee shall use its reasonable efforts to coordinate with Jefferies to avoid duplication of services provided by any of the Committee's other retained professionals in the Chapter 11 Cases.

8. The indemnification provisions set forth in the Engagement Letter are approved, subject during the pendency of the Debtors' Chapter 11 Cases to the following:

- (a) subject to the provisions of subparagraphs (b), (c) and (d) below, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, the Indemnified Persons (as defined in the Engagement Letter) in accordance with the Engagement Letter for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter;
- (b) notwithstanding subparagraph (a) above or any provisions of the Engagement Letter to the contrary, all requests of Indemnified Persons for payment of indemnity, contribution, or otherwise under the Engagement Letter shall be made by means of an interim or final fee application and shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Engagement Letter, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the orders of this Court, and is reasonable based on the circumstances of the litigation or settlement in respect of which indemnity is sought; *provided* that in no event shall an Indemnified Person be indemnified or receive contribution to the extent that any claim arose or expense has resulted from any such losses finally judicially determined by a court of competent jurisdiction to have primarily resulted from the bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence, or willful misconduct on the part of that or any other Indemnified Person
- (c) In no event shall an Indemnified Person be indemnified or receive contribution or other payment under the indemnification provisions of the Engagement Letter if the Debtors or a representative of the Debtors' estates asserts a claim for, and the Court determines by final order that such claim primarily arose out of, such person's bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence, or willful misconduct on the part of that or any other Indemnified Person.
- (d) In the event an Indemnified Person seeks reimbursement for attorneys' fees from the Debtors pursuant to the indemnification, contribution or other payment under the indemnification provisions of the Engagement Letter, the invoices and supporting time records shall be subject to the Amended Guidelines for Fees and Disbursements for Professionals in Southern

District of New York Bankruptcy Cases and the approval of the Court under the standards of section 330 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code

9. In the event that, during the pendency of these Chapter 11 Cases, Jefferies requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be billed in one-tenth increments and included in Jefferies' fee applications, without the need for such legal counsel to be retained as a professional in these Chapter 11 Cases and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

10. To the extent that there may be any inconsistency between the terms of the Application, the Szlezinger Declaration, the Retention Declaration, the Engagement Letter and this Order, the terms of this Order shall govern.

11. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

13. The Committee is authorized to take all actions necessary to effectuate the relief granted in this Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: November \_\_\_\_ , 2019  
New York, New York

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THE HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

**Engagement Letter**

Strictly Confidential

## Engagement Letter

As of October 4, 2019

### To the Official Committee of Unsecured Creditors of Purdue Pharma L.P. and its debtor affiliates

Re: Advisory Services

This agreement (the “Agreement”) confirms that Jefferies LLC (“Jefferies”) has been engaged by the Official Committee of Unsecured Creditors (the “Committee”), appointed in the bankruptcy cases (the “Cases”) of Purdue Pharma L.P. and its debtor affiliates and their respective estates (collectively, the “Debtors”), which are now pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) to act as set forth herein.

1. Services. During the term of this engagement, and as mutually agreed upon by Jefferies and the Committee, Jefferies, acting as the exclusive investment banker to the Committee, will perform the following investment banking services, among others, in connection with the Cases:

(a) assisting and advising the Committee in examining and analyzing any potential or proposed restructuring, reorganization, rescheduling, recapitalization, reduction, repayment, cancellation, elimination, retirement, refinancing, purchase, repurchase, and/or a material modification or amendment of all or any material portion of the Debtors’ debt securities and/or other on- or off-balance sheet indebtedness, obligations or liabilities (including, without limitation, unfunded pension and retiree medical liabilities, lease obligations, trade credit facilities, litigation related claims including, without limitation, contract or tort obligations, joint venture interests and/or partnership interests), preferred stock, common stock and/or hybrid securities, however such result is achieved (including, without limitation, through any plan under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “Bankruptcy Code”) confirmed in connection with the Cases), a transfer, directly or indirectly, to a third party (including, without limitation, a trust or similar entity) of all or a significant portion of the equity securities or any of the businesses or assets of the Debtors or of any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, including, without limitation, any such transactions under section 363 of the Bankruptcy Code, a settlement with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests (including, without limitation, arising from, related to or in connection with the Settlement Structure (as defined in the Debtors’ Informational Brief [ECF No. 17])), (any of the foregoing, a “Transaction”) (for the avoidance of doubt, the consummation of any chapter 11 plan shall be deemed a Transaction);

(b) assisting and advising the Committee in evaluating and analyzing the proposed implementation of any Transaction, including the value of the securities or debt instruments, if any, that may be issued in connection therewith;

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(c) assisting and advising the Committee in connection with negotiations with other stakeholders;

(d) assisting and advising the Committee in evaluating and negotiating any restructuring and/or settlement proposals and/or alternatives and evaluating the impact on unsecured recoveries;

(e) attending meetings of the Committee with respect to matters on which Jefferies has been engaged to advise the Committee hereunder;

(f) providing testimony, as necessary and appropriate, with respect to matters on which Jefferies has been engaged to advise the Committee hereunder, in the Cases;

(g) advising the Committee on the current state of the restructuring and capital markets; and

(h) rendering such other investment banking services as may from time to time be agreed upon by the Committee and Jefferies, including, but not limited to, providing expert testimony.

It is expressly agreed that, other than as set forth above, Jefferies will not evaluate or attest to the Debtors' internal controls, financial reporting, illegal acts or disclosure deficiencies.

## 2. Cooperation.

(a) The Committee shall furnish or use its best efforts to cause the Debtors to furnish Jefferies with all current and historical materials and information regarding the business and financial condition of the Debtors, which the Committee and/or the Debtors believe are relevant to the transactions contemplated hereby and all information and data that Jefferies shall reasonably request in connection with Jefferies' activities hereunder (all such information so furnished being the "Information"). In addition, the Committee shall use its best efforts to cause the Debtors to provide Jefferies full access, as requested, to the Debtors' officers, directors, employees and professional advisors. The Committee agrees to promptly advise Jefferies of all developments known to the Committee materially affecting the Committee, the Debtors, any proposed Transaction or the accuracy of the information previously furnished to Jefferies by or on behalf of the Committee or the Debtors, and agrees to take commercially reasonable efforts to ensure that no material initiatives relating to the proposed Transaction will be taken without Jefferies having been informed in advance thereof.

(b) The Committee further acknowledges that Jefferies (i) will be relying on information and data provided to Jefferies (including, without limitation, information provided by or on behalf of the Debtors, the Committee or other parties to a Transaction) and available from generally recognized public sources, without having independently verified the accuracy or completeness thereof, (ii) does not assume responsibility for the

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accuracy or completeness of any such information and data, (iii) has not made, and will not make, any physical inspection or appraisal of the properties, assets or liabilities (contingent or otherwise) of the Debtors or any other party to a Transaction and (iv) in relying on any financial forecasts that may be furnished to or discussed with Jefferies, will assume that such forecasts have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of management as to the future financial performance of the Debtors or other party to a Transaction, as the case may be (and if such forecasts no longer reflect such estimates and judgments, then the Debtors will promptly inform, and provide updated forecasts to, Jefferies).

(c) The Committee acknowledges that this assignment may lead to an outcome not anticipated in this Agreement. In the event that circumstances have changed such that this engagement requires more of Jefferies' time and efforts than originally anticipated, the Committee agrees to meet and confer with Jefferies in good faith to determine the appropriate additional fees for Jefferies' services.

3. Use of Name, Advice, etc.

(a) No information or advice provided by Jefferies may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without Jefferies' prior written consent. The Committee shall not disseminate any materials bearing the Jefferies name or logo outside of the Committee without Jefferies' knowledge and consent. In addition, the Committee and the Debtors agree that any reference to Jefferies in any release, communication or other material is subject to Jefferies' prior written approval, which may be given or withheld in its reasonable discretion, for each such reference.

(b) Jefferies' advice is solely for the confidential use and information of the Committee (solely in the members' capacity as members of the Committee), and is only to be used in considering the matters to which this Agreement relates. Such advice may not be relied upon by any other person.

4. Compensation. The Debtors shall pay Jefferies each of the following:

(a) A monthly fee (the "Monthly Fee") equal to \$225,000 per month until the expiration or termination of this Agreement. The first Monthly Fee shall be payable immediately upon Bankruptcy Court approval of this Agreement (with, for the avoidance of doubt, the Monthly Fees being deemed to have accrued beginning on the date of this Agreement), and each subsequent Monthly Fee shall be payable in advance on each monthly anniversary thereafter. Fifty percent of the Monthly Fees in excess of \$2,700,000 (12 Monthly Fees) actually paid to Jefferies shall be credited once (without duplication) against the Transaction Fee (as defined below) due to Jefferies.

(b) Upon the consummation of any chapter 11 plan or other Transaction, a fee (the "Transaction Fee") equal to \$7,500,000. For the avoidance of doubt, only one Transaction Fee may be payable to Jefferies under the terms of this Agreement.

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The Committee and the Debtors acknowledge that in light of Jefferies' substantial experience and knowledge in the restructuring market, the uncertain nature of the time and effort that may be expended by Jefferies in fulfilling its duties hereunder, the opportunity cost associated with undertaking this engagement, and the "market rate" for professionals of Jefferies' stature in the restructuring market generally, the fee arrangement hereunder is just, reasonable and fairly compensates Jefferies for its services. The Committee and the Debtors further acknowledge that they each believe Jefferies' general restructuring expertise and experience, its knowledge of the capital markets and its other capabilities will inure to the benefit of the Committee in connection with any Transaction and that the value to the Committee of Jefferies' services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the compensation hereunder is reasonable regardless of the number of hours to be expended by Jefferies' professionals in the performance of the services to be provided hereunder and that none of the fees hereunder shall be considered to be "bonuses" or fee enhancements under applicable law.

5. Expenses. In addition to any fees that may be paid to Jefferies hereunder, whether or not any Transaction occurs, the Debtors will reimburse Jefferies, promptly upon receipt of an invoice therefor, for all out-of-pocket expenses (including, without limitation, fees and expenses of its counsel, ancillary expenses and the fees and expenses of any other independent experts retained by Jefferies) incurred by Jefferies and its designated affiliates in connection with the engagement contemplated hereunder.

6. Indemnification. The terms and provisions of Schedule A are incorporated by reference herein, constitute a part hereof and shall survive any termination or expiration of this Agreement.

7. Termination. Jefferies' engagement hereunder will commence upon the execution of this Agreement by the Committee and Jefferies (and shall be effective as of October 4, 2019), and will continue until the earlier of the date on which (A) each of the Cases is either (i) dismissed, (ii) converted to cases under chapter 7 of the Bankruptcy Code, or (iii) subject to a chapter 11 plan that has been confirmed by the Bankruptcy Court and has been substantially consummated or (B) Jefferies' services hereunder are terminated by either Jefferies or the Committee on five business days' written notice to the other. Upon any termination of this Agreement, the Debtors shall promptly pay Jefferies any accrued but unpaid fees hereunder, and shall reimburse Jefferies for any unreimbursed expenses that are reimbursable hereunder. In the event of any termination of this Agreement, Jefferies shall be entitled to the Transaction Fee set forth in Section 4 if, on or prior to 12 months from the effective date of termination of this Agreement, the Debtors consummate or enter into an agreement which subsequently results in, a Transaction. Any such Transaction Fee shall be payable upon the closing of any such Transaction. Upon any termination of this Agreement, the rights and obligations of the parties hereunder shall terminate, except for the obligations set forth in Sections 3-7, 9-18, and Schedule A, which shall survive such termination.

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8. Exclusivity. During the term of the Agreement, the Committee agrees that it will not engage any other person to perform any services or act in any capacity for which Jefferies has been engaged pursuant to this Agreement with respect to any potential Transaction without the prior written approval of Jefferies. The Committee will promptly inform Jefferies of any inquiry it may receive regarding a Transaction. Notwithstanding the Debtors' obligations hereunder, including, but not limited to, their obligation to pay the fees and expenses of Jefferies and to indemnify Jefferies, it is understood and agreed that Jefferies' sole and exclusive client is the Committee, and Jefferies will in no circumstance be deemed to be an advisor to or have any obligation to any other party.

9. Bankruptcy Court Approval. The Committee shall use its best efforts to obtain prompt approval of this Agreement, pursuant to sections 328 and 1103 of the Bankruptcy Code, from the Bankruptcy Court. Such approval shall provide for the retention of Jefferies *nunc pro tunc* to October 4, 2019, shall incorporate all of the terms and conditions herein (explicitly including, but not limited to, the obligations and acknowledgements set forth in Schedule A), and shall provide that Jefferies' compensation shall be subject to the standard of review provided for in section 328(a) of the Bankruptcy Code, and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Committee agrees that the application to retain Jefferies pursuant hereto, and the proposed order in connection therewith, will be subject to the prior approval of Jefferies in its sole and absolute discretion, and agrees that this Agreement (except for the obligations under Section 4 and Schedule A hereto) shall be null and void and Jefferies shall have no obligations hereunder unless such an order has been entered by the Bankruptcy Court and no appeal is pending as to such order.

10. Disclaimer.

(a) The Committee and the Debtors acknowledge that Jefferies' direct parent, Jefferies Group LLC, is a full service financial institution engaged in a wide range of investment banking and other activities (including, but not limited to, investment management, corporate finance, securities underwriting, trading and research and brokerage activities). The Committee and the Debtors also acknowledge that Jefferies Group LLC's ultimate parent, Jefferies Financial Group Inc. (collectively with its subsidiaries and affiliates (including Jefferies Group LLC), "Jefferies Financial Group"), is a diversified holding company engaged through its consolidated subsidiaries in a variety of businesses, including, buying and selling companies and business lines and making strategic investments in other companies and businesses, in each case from which conflicting interests, or duties, may arise, and that Jefferies Financial Group maintains certain officers, directors and employees who also perform the same or similar roles for Jefferies. Information that is held elsewhere within Jefferies Financial Group, but of which none of the individuals in Jefferies' investment banking department involved in providing the services contemplated by this Agreement actually has (or without breach of internal procedures can properly obtain) knowledge, will not for any purpose be taken into account in determining Jefferies' responsibilities to the Committee under this Agreement. Neither Jefferies nor any other part of Jefferies Financial Group has or will

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have any duty to disclose to the Committee or use for the Committee's benefit any non-public information acquired in the course of providing services to any other party, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of business, Jefferies Financial Group may trade the securities of the members of the Committee, the Debtors and of potential participants in the Transaction for its own account and for the accounts of customers, and may at any time hold a long or short position in such securities. Jefferies recognizes its responsibility for compliance with federal securities laws and regulations in connection with such activities. Further, the Committee and the Debtors acknowledge that from time to time Jefferies' research department may publish research reports or other materials, the substance and/or timing of which may conflict with the views or advice of the members of Jefferies' investment banking department, and may have an adverse effect on the Committee's and the Debtors' interests in connection with the Transaction or otherwise. Jefferies' investment banking department is managed separately from its research department, and does not have the ability to prevent such occurrences. Jefferies Financial Group, its directors, officers and employees may also at any time invest on a principal basis or manage or advise funds that invest on a principal basis in any company that may be involved in the transactions contemplated hereby.

(b) The Debtors and the Committee acknowledge that Jefferies will act as an independent contractor hereunder, and that Jefferies' responsibility to the Committee is solely contractual in nature and that Jefferies does not owe the Committee, or any other person or entity, any fiduciary or similar duty as a result of its engagement hereunder or otherwise. Jefferies and its affiliates will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by other parties who are providing services to the Debtors or the Committee. The Committee acknowledges that Jefferies is not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction. The Committee also acknowledges that it has consulted with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of this Agreement and the transactions contemplated hereby, and Jefferies and its affiliates shall have no responsibility or liability with respect thereto. Each of the Debtors and the Committee agrees that it is capable of evaluating the merits and risks of the transactions and the fees payable in connection therewith and that it understands and accepts the terms, conditions, and risks of the transactions and such fees. By signing this Agreement, each of the Debtors and the Committee expressly acknowledges that Jefferies does not guarantee, warrant or otherwise provide assurance that the Debtors and the Committee will be able to implement or consummate any Transaction, or any other transaction contemplated herein, or achieve any other result.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

12. Exclusive Jurisdiction. Except as set forth below, the parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this

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Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, the engagement contemplated by this Agreement or the determination of the scope of applicability of this Agreement to this Section 12 (any of the foregoing, a “Claim”) shall be commenced in the Commercial Division of the Supreme Court of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction over the adjudication of such matters and shall decide the merits of each claim on the basis of the internal laws of the State of New York without regard to principles of conflicts of law. The Committee, the Debtors and Jefferies agree and consent to personal jurisdiction, service of process and venue of such courts, waive all right to trial by jury for any claim and agree not to assert the defense of forum non-conveniens. The Committee, the Debtors and Jefferies also agree that service of process may be effected through next-day delivery using a nationally-recognized overnight courier or personally delivered to the addresses set forth or referred to in Section 16 hereof. The Debtors shall pay all of Jefferies’ costs and expenses (including, without limitation, fees and expenses of counsel) in an enforcement proceeding if the court in such proceeding determines that Jefferies is entitled to recover amounts due hereunder. The Committee, the Debtors and Jefferies further agree that a final, non-appealable judgment in respect of any claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment is sought to be enforced.

13. Payments. All payments to be made to Jefferies hereunder shall be non-refundable and made in cash by wire transfer of immediately available U.S. funds. Except as expressly set forth herein, no fee payable to Jefferies hereunder shall be credited against any other fee due to Jefferies. The Debtors’ obligation to pay any fee or expense set forth herein shall be absolute and unconditional and shall not be subject to reduction by way of setoff, recoupment or counterclaim.

14. Services on Behalf of Committee. Neither the Committee, its constituents, nor any of its advisors or professionals (including, but not limited to, counsel to the Committee (“Committee Counsel”)) shall be liable for the fees, expenses or other amounts payable to Jefferies hereunder. Jefferies is providing its services as the investment banker to the Committee and is not providing any services on behalf of the individual members of the Committee. To the extent any issue arises as to the scope, nature or substance of Jefferies’ engagement, Jefferies and the Committee, with the advice of Committee Counsel, shall work in good faith to mutually resolve such issue.

15. Announcements, etc. The Committee and the Debtors agree that Jefferies may, following the announcement of a Transaction, describe the Transaction (or prior to a consummation or announcement of a Transaction, Jefferies role as an advisor to the Committee) in any form of media or in Jefferies’ marketing materials, stating Jefferies’ role and other material terms of the Transaction and using the Debtors’ name and logo in connection therewith. The Committee agrees that any press release it may issue

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announcing a Transaction will, at Jefferies' request, contain a reference to Jefferies' role in connection with the Transaction in form and substance satisfactory to Jefferies.

16. Notices. Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered (a) if to the Committee, at the address set forth above, and (b) if to Jefferies, at 520 Madison Avenue, New York, New York 10022, Attention: General Counsel.

17. Miscellaneous This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified except in writing signed by each party hereto. This Agreement may not be assigned by either party hereto without the prior written consent of the other, to be given in the sole discretion of the party from whom such consent is being requested. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party. This Agreement is binding upon and inures to the benefit of each party's permitted successors and permitted assigns. This Agreement is solely for the benefit of the Committee, Jefferies and, to the extent expressly set forth herein, the Indemnified Persons and no other party shall be a third party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this Agreement; provided that Jefferies may, in the performance of its services hereunder, procure the services of other members of Jefferies Financial Group (as defined above), which members shall be entitled to the benefits and subject to the terms of this Agreement. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. All references to "\$" or "dollars" herein shall be references to U.S. dollars. "Third party" as used herein shall mean any party other than the parties hereto. No failure or delay by Jefferies in exercising any right, power or remedy hereunder or pursuant hereto, or any failure to give notice of any breach of or to require compliance with any term of this Agreement, shall operate as a waiver thereof. This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. This Agreement has been reviewed by each of the signatories hereto and its counsel. There shall be no construction of any provision against Jefferies because this Agreement was drafted by Jefferies, and the parties waive any statute or rule of law to such effect.

18. Patriot Act. Jefferies hereby notifies the Debtors, the Committee, and the Committee's members that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act. Pub. L. N 109-177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Debtors, the Committee, and the Committee's members in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

Official Committee of Unsecured Creditors  
of Purdue Pharma L.P., et al.  
Page 9

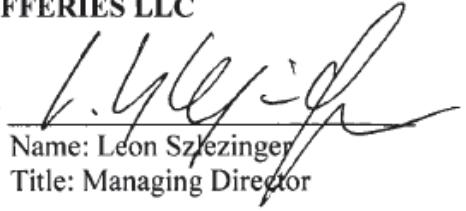
Please sign below and return to Jefferies to indicate your acceptance of the terms set forth herein, and once executed by each of Jefferies, the Debtors and the Committee, this Agreement shall constitute a binding agreement among Jefferies, the Debtors and the Committee as of the date first written above.

Sincerely,

**JEFFERIES LLC**

By

Name: Leon Szlezinger  
Title: Managing Director



Accepted and Agreed:

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF  
PURDUE PHARMA L.P., ET. AL.**

By   
Name: Brendan Stuhan, not in his  
individual capacity but solely on behalf of  
Blue Cross and Blue Shield Association,  
in its capacity as co-chair of the Official  
Committee of Unsecured Creditors of  
Purdue Pharma L.P., et al.

Reference is made to the Agreement attached hereto between Jefferies and the Committee. Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Agreement.

As further consideration under the Agreement, the Debtors agree to indemnify and hold harmless Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees and agents, and any other persons controlling Jefferies or any of its affiliates and their successors and permitted assigns (collectively, “Indemnified Persons”), to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third party subpoenas, damages, costs and expenses (an “Action”) (including, without limitation, full reimbursement of all fees and expenses of counsel incurred in investigating, preparing or defending against any such Action and in enforcing the terms of this Schedule A), as incurred, related to or arising out of or in connection with Jefferies’ services (whether occurring before, at or after the date hereof) under the Agreement, or the Transaction or any proposed transaction contemplated by the Agreement or any Indemnified Person’s role in connection therewith, whether or not resulting from an Indemnified Person’s negligence (“Losses”), provided, however, that the Debtors shall not be responsible for any Excluded Losses. “Excluded Losses” shall mean Losses that arise out of or are based on any action of or failure to act by Jefferies to the extent such Losses are determined, by a final, non-appealable judgment by a court, to have resulted solely from Jefferies’ gross negligence or willful misconduct (other than an action or failure to act undertaken at the request or with the consent of the Committee).

The Committees and the Debtors agree that no Indemnified Person shall have any liability to the Committee or the Debtors or its and their respective owners, parents, affiliates, securityholders or creditors for any Losses, except for Excluded Losses.

The Debtors agree that it will not settle, facilitate any settlement of, or compromise or consent to the entry of any judgment in, or otherwise seek to terminate, any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party to such Action) unless Jefferies has given its prior written consent, or the settlement, compromise, consent or termination (i) includes an express unconditional release of such Indemnified Person from all Losses arising out of such Action and (ii) does not include any admission or assumption of fault on the part of any Indemnified Person.

If, for any reason (other than by reason of a final, non-appealable judgment by a court as to the gross negligence or willful misconduct of Jefferies as provided above) the foregoing indemnity is judicially determined to be unavailable to an Indemnified Person for any reason or insufficient to hold any Indemnified Person harmless, then the Debtors agree to contribute to any such Losses in such proportion as is appropriate to reflect the relative benefits received or proposed to be received by the Debtors and its securityholders, on the one hand, and by Jefferies, on the other, from the Transaction or proposed Transaction or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Debtors and its securityholders, on the one hand, and Jefferies, on the other, but also the relative fault of the Debtors and its securityholders on the one hand, and Jefferies, on the other, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all Indemnified Persons to all Losses shall not exceed the amount of fees actually received by Jefferies with respect to the services rendered pursuant to the Agreement. Relative benefits to the Debtors and its securityholders, on the one hand, and to Jefferies, on the other hand, shall be deemed to be in the same proportion as (i) the total transaction value of the Transaction or the proposed Transaction bears to (ii) all fees actually received by Jefferies in connection with the Agreement.

The indemnity, contribution and expense reimbursement obligations set forth herein (i) shall be in addition to any liability the Debtors may have to any Indemnified Person at common law or otherwise, (ii) shall survive the termination of the Agreement, (iii) shall apply to any modification of Jefferies’ engagement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Jefferies or any other Indemnified Person, (v) shall be binding on any successor or assign of the Debtors and successors or assigns to the Debtors’ business and assets and (vi) shall inure to the benefit of any successor or assign of any Indemnified Person. For a period beginning on the date hereof and ending on that date which is three years from termination of this Agreement, prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Debtors set forth in this Schedule A, the Debtors will notify Jefferies in writing thereof (if not previously notified) and, if requested by Jefferies, shall arrange in connection therewith alternative means of providing for obligations of the Debtors set forth in this Schedule A, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon terms and conditions satisfactory to Jefferies; provided, however, that, if any action, proceeding or investigation is pending at the end of such three-year

period for which a claim for indemnification, contribution or reimbursement under this Schedule A has been made, the Debtors' obligations hereunder shall continue until such action, proceeding or investigation has been ultimately resolved.

**EXHIBIT C**

**Szlezinger Declaration**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

PURDUE PHARMA L.P., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**DECLARATION OF LEON SZLEZINGER IN SUPPORT OF APPLICATION FOR  
ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF JEFFERIES LLC AS  
INVESTMENT BANKER TO THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS *NUNC PRO TUNC* TO OCTOBER 4, 2019**

I, Leon Szlezinger, hereby declare under penalty of perjury that, to the best of my knowledge and belief, and after reasonable inquiry, the following is true and correct:

1. I am a Managing Director and Joint Global Head of Restructuring & Recapitalization at Jefferies LLC (“**Jefferies**”), an investment banking and financial advisory firm with principal offices located at 520 Madison Avenue, New York, New York 10022, as well as at other locations worldwide.

2. I submit this declaration (this “**Declaration**”) in support of the application (the “**Application**”)<sup>2</sup> of the Official Committee of Unsecured Creditors (the “**Committee**”) of Purdue Pharma L.P. and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) for

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

<sup>2</sup> All capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Application.

entry of an order authorizing the Committee to retain and employ Jefferies LLC (“**Jefferies**”) as its investment banker, *nunc pro tunc* to October 4, 2019, pursuant to the terms of the Engagement Letter.

3. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and, if called as a witness, I would testify thereto. Certain of the disclosures herein, however, relate to matters within the personal knowledge of other professionals at Jefferies and are based on information provided by such professionals.

#### **JEFFERIES’ QUALIFICATIONS**

4. I believe that Jefferies and the professionals it employs are uniquely qualified to advise the Committee on the matters for which Jefferies is proposed to be employed in a cost-effective, efficient, and expert manner.

5. Jefferies is a registered broker-dealer with the United States Securities and Exchange Commission and a member of the Boston Stock Exchange, the International Stock Exchange, the Financial Industry Regulatory Authority, the Pacific Stock Exchange, the Philadelphia Stock Exchange and the Securities Investor Protection Corporation. Jefferies was founded in 1962 and is a wholly-owned subsidiary of Jefferies Group LLC, which, together with its affiliates, has gross assets of approximately \$41 billion and approximately 3,700 employees in more than 30 offices around the world.

6. Jefferies provides a broad range of corporate advisory services to its clients including, without limitation, services relating to the following: (a) general financial advice; (b) mergers, acquisitions, and divestitures; (c) special committee assignments; (d) capital raising; and (e) corporate restructurings. Jefferies and its senior professionals have extensive experience in the reorganization and restructuring of troubled companies, both out of court and in Chapter 11

proceedings. Jefferies has advised debtors, creditor and equity constituencies, and purchasers in numerous reorganizations in the United States and worldwide. Since 2007, Jefferies has been involved in more than 200 restructurings representing more than \$500 billion in restructured liabilities.

7. Jefferies has extensive experience in reorganization cases and an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors, creditors, and creditors' committees throughout the United States. Jefferies has advised on the following recent chapter 11 cases, among others: *In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D. W.Va. August 13, 2019); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D. Del. July 1, 2019); *In re The NORDAM Group, Inc.*, Case No. 18-11699 (Bankr. D. Del. Sep. 19, 2018); *In re EXCO Resources Inc., et al.*, Case No. 18-30155 (Bankr. S.D. Tex. August 1, 2018); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018); *In re M & G USA Corporation.*, Case No. 17-12307 (Bankr. D. Del. Jan. 5, 2018); *In re Real Industry, Inc.*, Case. No. 17-12464 (Bankr. D. Del. Dec. 19, 2017); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017); *In re La Paloma Generating Co., LLC*, Case No. 16-12700 (Bankr. D. Del. Jan. 17, 2017); *In re Golfsmith Int'l Holdings, Inc.*, Case No. 16-12033 (Bankr. D. Del. Oct. 13, 2016); *In re Roadhouse Holding, Inc.*, Case No. 16-11819 (Bankr. D. Del. Aug. 31, 2016); *In re Warren Res., Inc.*, Case No. 16-32760 (Bankr. S.D. Tex. July 13, 2016); *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. June 17, 2016); *In re Arch Coal, Inc.*, Case No. 16-40120 (Bankr. E.D. Mo. Mar. 21, 2016); *In re Aspect Software Parent, Inc.*, Case No. 16-10597 (Bankr. D. Del. Apr. 21, 2016); *In re Sundevil Power Holdings, LLC*, Case No. 16-10369 (Bankr. D. Del. Apr. 7, 2016); *In re Alpha Natural Res., Inc.*, Case No. 15-33896 (Bankr. E.D. Va. Oct. 16, 2015); *In re Patriot Coal Corp.*, Case No. 15-32450 (Bankr. E.D. Va.

July 9, 2015); *In re EveryWare Global, Inc.*, Case No. 15-10743 (Bankr. D. Del. May 20, 2015); *In re Caesars Entm't Operating Co., Inc.*, Case No. 15-01145 (Bankr. N.D. Ill. Mar. 26, 2015); *In re K-V Discovery Solutions, Inc.*, Case No. 12-13346 (Bankr. S.D.N.Y. Oct. 10, 2012); *In re Eastman-Kodak Co.*, Case No. 12-10202 (Bankr. S.D.N.Y. Apr. 19, 2012); *In re Borders Grp., Inc.*, No. 11-10614 (Bankr. S.D.N.Y. Mar. 16, 2011); *In re MSR Golf Resort LLC*, No. 11-10372 (Bankr. S.D.N.Y. Feb. 1, 2011); *In re Extended Stay Inc.*, No. 09-13764 (Bankr. S.D.N.Y. Aug. 13, 2009); and *In re DBSD N. Am., Inc.*, No. 09-13061 (Bankr. S.D.N.Y. July 22, 2009).

#### **JEFFERIES' DISINTERESTEDNESS**

8. In connection with its retention by the Committee, Jefferies undertook to determine whether Jefferies, its principals and professionals (a) have any connection with the Debtors, their affiliates, their creditors or any other parties in interest in these Chapter 11 Cases or (b) have an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders.

9. To check potential connections with the Debtors and other parties in interest in these Chapter 11 Cases, Jefferies has searched to determine whether it had any relationships with the entities identified by the Debtors and its representatives as potential parties in interest listed on **Schedule 1** hereto (the "**Potential Parties in Interest**"). Specifically, Jefferies entered the names of the Potential Parties in Interest into a database containing the names of Jefferies' current and former corporate investment banking and municipal finance clients. To the extent that this inquiry has revealed that certain Potential Parties in Interest were current or former corporate investment banking clients of Jefferies within the past three years or municipal finance clients<sup>3</sup> within the past

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<sup>3</sup> Out of an abundance of caution, where a Jefferies municipal finance client is not a Potential Party In Interest, but such client shares an affiliation with a municipality, county or state (including, in each case, agencies, divisions or subsets thereof) of a Potential Party in Interest, Jefferies has identified the municipality, county or state, as applicable on the Client Match List.

two years, these parties have been identified on a list annexed hereto as **Schedule 2** (the “**Client Match List**”). Through the information generated from the aforementioned inquiry and through follow-up inquiries to Jefferies professionals responsible for certain clients listed on the Client Match List, Jefferies has determined that, except as otherwise stated on the Client Match List, its representation of the clients on the Client Match List, concerned matters unrelated to the Debtors. None of the parties on the Client Match List represent more than 1% of Jefferies’ annual revenues for the past three fiscal years As to the Potential Parties in Interest not identified on the Client Match List, Jefferies has not been employed by or rendered advisory or municipal finance services to any such parties within the applicable time periods specified above.

10. As part of its diverse global activities, Jefferies is involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, Jefferies has in the past, and may in the future, advise and/or be represented by several attorneys, law firms and other professionals, some of whom may be involved in these Chapter 11 Cases. Finally, Jefferies has in the past, and will likely in the future, be working with or against other professionals involved in these Chapter 11 Cases in matters wholly unrelated to these Chapter 11 Cases. Based upon our current knowledge of the professionals involved in these Chapter 11 Cases, and to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

11. Jefferies is a global investment banking firm with broad activities covering, in addition to its investment banking and financial advisory practice, trading in equities, convertible

securities, and corporate bonds. With more than 80,000 customer accounts and thousands of relationships and transactions around the world, it is possible that one or more of Jefferies' clients or a counterparty to a securities transaction may hold a claim or interest or otherwise be Potential Parties in Interest in these Chapter 11 Cases and that Jefferies and/or its affiliates may have other business relationships and/or connections with such Potential Parties in Interest. Certain Potential Parties in Interest may also serve on official or ad hoc committees which have retained Jefferies in other cases. Further, as a major market maker in equity securities as well as a major trader of corporate bonds and convertible securities, including those of creditors or parties in interest in these Chapter 11 Cases, Jefferies regularly enters into securities transactions with other registered broker-dealers as a part of its daily activities. Jefferies is also engaged from time to time by various municipalities and other governmental entities on financing and related matters. Some of these counterparties may be creditors, equity holders or other parties in interest in these Chapter 11 Cases. Jefferies believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

12. In addition, as of the date hereof, Jefferies and its affiliates have thousands of employees worldwide. It is possible that certain of Jefferies' and its affiliates' respective directors, officers and employees may have had in the past, may currently have, or may in the future have connections to (a) the Debtors, (b) the Potential Parties in Interest and/or (c) funds or other investment vehicles that may own debt or securities of the Debtors or other Potential Parties in Interest. Furthermore, in addition to the parties listed on Schedule 2, Jefferies may also represent, or may have represented, affiliates, equity holders and/or sponsors of the Potential Parties in Interest. Certain of the Potential Parities in Interest may also be vendors or insurers of Jefferies

and/or have other non-investment banking relationships with Jefferies. Jefferies may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include, or included, entities that appear on the Potential Parties in Interest list. Jefferies believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

13. Certain affiliates of Jefferies serve as managers for a number of investment vehicles (collectively, the "**Managed Funds**"). The Managed Funds are principally intended for investments by third parties unrelated to Jefferies. However, such investors may also include financial institutions (some of which may be parties in interest in these Chapter 11 Cases), affiliates of Jefferies, or their respective officers and employees (some of whom may be Jefferies' employees providing services in connection with these Chapter 11 Cases). Jefferies' employees working in connection with these Chapter 11 Cases have no control over or involvement in investment decisions made for the Managed Funds. With respect to the Managed Funds, Jefferies makes the following additional disclosures:

- (a) Among other things, the Managed Funds are (i) active direct investors in a number of portfolio companies (the "**Equity Investments**") and (ii) investors in a variety of debt instruments and mezzanine loans or similar securities (the "**Income Investments**" and, together with the Equity Investments, the "**Portfolio Holdings**"); and
- (b) The fund managers of the Managed Funds maintain control over investment decisions with respect to the Portfolio Holdings. Many financial institutions and parties in interest who may be involved in these Chapter 11 Cases may also be investors in the Managed Funds. Moreover, the Managed Funds may invest from time to time in Portfolio Holdings relating to the Debtors or parties in interest in these Chapter 11 Cases. In order to comply with securities laws and to avoid any appearance of impropriety, the employees of the Managed Funds are strictly separated from the employees of Jefferies. Jefferies maintains a strict separation between its employees assigned to these Chapter 11 Cases and employees involved

in the management of Jefferies' investment banking division, on the one hand, and other employees of Jefferies (*e.g.*, sales and trading employees) and its affiliates (including the employees of the Managed Funds), on the other hand. This separation is maintained through the use of information walls. These information walls include physical and technological barriers, compliance, and surveillance mechanisms and policies and procedures designed to prevent confidential information from being shared improperly. Consequently, as no confidential information concerning the Debtors is permitted to be communicated to any persons working for the Managed Funds, Jefferies does not believe that the relationships outlined above constitute interests adverse to the estates or render Jefferies not disinterested in these Chapter 11 Cases.

14. In addition, as part of its regular business operations, Jefferies may trade securities and other instruments of the Debtors on behalf of third parties (some of whom may be parties in interest in these Chapter 11 Cases). Jefferies may also trade securities and other instruments of the Potential Parties in Interest on behalf of itself and/or its affiliates or third parties. Any and all such trading operations and market making activities are separated from Jefferies' investment banking department, and its managing directors and employees (including the investment banking professionals working on these Chapter 11 Cases) by an information barrier, and no Jefferies professionals providing services to the Committee will be involved with such trading operations and market making activities in any capacity.<sup>4</sup>

15. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in these Chapter 11 Cases. Consequently, although every reasonable effort has been made to discover Jefferies' connections with the Potential Parties in Interest, Jefferies is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in these Chapter 11 Cases. If Jefferies discovers any information that is contrary or pertinent to the statements made herein,

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<sup>4</sup> These information barriers include physical and technological barriers, compliance and surveillance mechanisms and policies and procedures designed to prevent confidential information from being shared improperly.

Jefferies will promptly disclose such information to the Court. Additionally, as noted above, Jefferies is part of a global investment banking firm and thus has several legally separate and distinct foreign and domestic affiliates. Although employees of certain affiliates may sometimes assist Jefferies in connection with a restructuring engagement, as Jefferies is the only entity being retained in these Chapter 11 Cases, Jefferies has researched only the electronic client files and records of Jefferies, not of all of its affiliates, to determine connections with any Potential Parties in Interest.

16. Jefferies does not advise, has not advised and will not advise any entity other than the Committee in matters related to these Chapter 11 Cases. Jefferies will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

17. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Jefferies nor any employee of Jefferies (a) is a creditor, equity security holder or an insider of the Debtors or (b) is or was, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Jefferies professionals expected to assist the Committee in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

18. As of the date of this Declaration, Jefferies has received no compensation for its work on behalf of the Committee.

19. The Fee and Expense Structure and the indemnification obligations set forth in the Application are consistent with Jefferies' typical fee for work of this nature. The fees are set at a

level designed to compensate Jefferies fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Jefferies' policy to charge its clients for all disbursements and expenses incurred in the rendition of services.

20. It is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. Jefferies' restructuring professionals, when formally retained in chapter 11 cases, and when required by local rules, do, and in these Chapter 11 Cases will, keep time records, in half-hour increments, describing their daily activities and the identity of persons who performed such tasks. Jefferies will also supplement this information with a list of the non-restructuring professionals who assist the restructuring department on this matter but who do not, as a matter of general practice, keep records in the same manner.

21. The Fee and Expense Structure is comparable to those generally charged by investment banking firms of similar stature to Jefferies and for comparable engagements, both in and out of court, and reflect a balance between a fixed monthly fee and contingency amounts which are tied to the consummation and closing of a transaction as contemplated by the Engagement Letter.

22. The Engagement Letter was negotiated at arm's-length and in good faith, and I believe that the provisions contained therein, as modified by the Proposed Order, are reasonable terms and conditions of Jefferies' employment by the Committee. With respect to the Engagement Letter's indemnification provisions, unlike the market for other professionals that a debtor or committee may retain, indemnification is a standard term of the market for investment bankers.

The indemnity, moreover, is comparable to those generally obtained by investment banking firms of similar stature to Jefferies and for comparable engagements, both in and out of court.

23. Other than as set forth above and in the Engagement Letter, there is no proposed arrangement between the Committee and Jefferies for compensation to be paid in these Chapter 11 Cases. Jefferies has no agreement with any other person or entity to share any compensation received, nor will any such agreement be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

24. The foregoing constitutes the statement of Jefferies pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 5002.

[*Signature page follows.*]

Pursuant to 28 U.S.C. § 1746, to the best of my knowledge, information and belief, and after reasonable inquiry, I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 5, 2019  
New York, New York



Name: Leon Szlezinger  
Title: Managing Director

**Schedule 1**

**Potential Parties in Interest**

**Debtor Entities**

ADLON THERAPEUTICS LP  
AVRIO HEALTH LP  
BUTTON LAND L.P.  
COVENTRY TECHNOLOGIES LP  
GREENFIELD BIOVENTURES LP  
IMBRIUM THERAPEUTICS LP  
NYATT COVE LIFSCIENCE INC.  
OPHIR GREEN CORP.  
PAUL LAND INC.  
PURDUE NEUROSCIENCE COMPANY  
PURDUE PHARMA L.P.  
PURDUE PHARMA MANUFACTURING, LP  
PURDUE PHARMA OF PUERTO RICO L.P.  
PURDUE PHARMA TECHNOLOGIES INC.  
PURDUE PHARMACEUTICAL PRODUCTS L.P.  
PURDUE PHARMACEUTICALS L.P.  
PURDUE TRANSDERMAL TECHNOLOGIES L.P.  
QUIDNICK LAND L.P.  
RHODES PHARMACEUTICAL INC.  
RHODES PHARMACEUTICAL L.P.  
RHODES TECHNOLOGIES INC.  
SEVEN SEAS HILL CORP.  
SVC PHARMA INC.  
SVC PHARMA L.P.  
UDF LP

**Other Related Entities**

ACCARDI B.V.  
ACCARDI S.AR.L.  
ALFA GENERICS B.V.  
ARSAGO B.V.  
BANGLADESH BEAUTY PRODUCTS PRIVATE LIMITED  
BARD PHARMACEUTICALS INC.  
BARD PHARMACEUTICALS LIMITED  
BEAUTY PRODUCTS LANKA (PRIVATE LIMITED)  
BERMAG LIMITED  
BOETTI CORPORATION  
BOLDINI CORPORATION  
BRADENTON PRODUCTS B.V.  
BULLA S.AR.L.  
CINFA BIOTECH GMBH  
CINFA BIOTECH SL  
CLINICAL DESIGNS LIMITED  
CLOVIO CORPORATION  
E.R.G. REALTY, INC.  
EURO-CELTIQUE S.A.  
EVENING STAR SERVICES LTD.  
FILTI S.AR.L.  
FLIRA S.AR.L.

FREYA HOLDINGS LIMITED  
HAMBERT B.V.  
HAYEZ CORPORATION  
IAF CORPORATION  
IAF LIMITED  
IND S.AR.L.  
INTROMEDIX ADVANCED MEDICAL TECHNOLOGIES LTD.  
IREY S.AR.L.  
KRUGMANN GMBH  
L.P. CLOVER LIMITED  
LADENBURG B.V.  
LAKE CLAIRE INVESTMENTS LTD.  
LUCIEN HOLDINGS S.AR.L.  
LYMIT HOLDINGS S.AR.L.  
MALTUS CORPORATION  
MARFINE HOLDINGS PTE. LIMITED  
MARTONE HOLDINGS PTE. LIMITED  
MEDIMATCH AG  
MEXCUS CORPORATION  
MN CONSULTING LLC  
MNB COMPANY  
MODI-MUNDIPHARMA BEAUTY PRODUCTS PRIVATE LIMITED  
MODI-MUNDIPHARMA HEALTHCARE PRIVATE LIMITED  
MODI-MUNDIPHARMA PRIVATE LIMITED  
MUNDIBIOPHARMA LIMITED  
MUNDICHEMIE GMBH  
MUNDIPHARMA (ARGENTINA) S.R.L.  
MUNDIPHARMA (BANGLADESH) PRIVATE LIMITED  
MUNDIPHARMA (CHINA) PHARMACEUTICAL COMPANY LIMITED  
MUNDIPHARMA (COLOMBIA) S.A.S.  
MUNDIPHARMA (HONG KONG) LIMITED  
MUNDIPHARMA (MYANMAR) CO., LTD.  
MUNDIPHARMA (PROPRIETARY) LIMITED  
MUNDIPHARMA (SHANGHAI) INTERNATIONAL TRADE LIMITED COMPANY  
MUNDIPHARMA (THAILAND) LIMITED  
MUNDIPHARMA A/S (FORMERLY NORPHARMA A/S; NAME CHANGE MAY 15, 2017)  
MUNDIPHARMA AB  
MUNDIPHARMA AG  
MUNDIPHARMA ANZ PTY LIMITED (FORMERLY MUNDIPHARMA PTY. LIMITED; NAME CHANGE  
MARCH 11, 2019)  
MUNDIPHARMA AS  
MUNDIPHARMA AUSTRALIA PTY. LTD.  
MUNDIPHARMA B.V.  
MUNDIPHARMA BRADENTON B.V.  
MUNDIPHARMA BRASIL PRODUTOS MÉDICOS E FARMACÊUTICOS LTDA.  
MUNDIPHARMA COMM. VA  
MUNDIPHARMA COMPANY  
MUNDIPHARMA CORPORATION (IRELAND) LIMITED  
MUNDIPHARMA CORPORATION LIMITED  
MUNDIPHARMA DC B.V.  
MUNDIPHARMA DE MEXICO, S. DE R.L. DE C.V.  
MUNDIPHARMA DEUTSCHLAND GMBH & CO. KG  
MUNDIPHARMA DEVELOPMENT PTE. LTD.  
MUNDIPHARMA DISTRIBUTION GMBH (PHILIPPINES BRANCH)  
MUNDIPHARMA DISTRIBUTION LTD.  
MUNDIPHARMA EDO GMBH

MUNDIPHARMA EGYPT LLC  
MUNDIPHARMA FARMACEUTICA LDA  
MUNDIPHARMA GESMBH  
MUNDIPHARMA GESMBH (BRATISLAVA BRANCH)  
MUNDIPHARMA GESMBH (PRAGUE BRANCH)  
MUNDIPHARMA GESMBH (REPRESENTATIVE OFFICE)  
MUNDIPHARMA GMBH  
MUNDIPHARMA HEALTHCARE PTE LIMITED  
MUNDIPHARMA HOLDING AG  
MUNDIPHARMA INTERNATIONAL CONSULTING SERVICES INC.(MUNDIPHARMA INTERNATIONAL  
DANIŞMANLIK HİZMETLERİ ANONIM ŞİRKETİ)  
MUNDIPHARMA INTERNATIONAL CORPORATION LIMITED  
MUNDIPHARMA INTERNATIONAL HOLDINGS LIMITED  
MUNDIPHARMA INTERNATIONAL LIMITED  
MUNDIPHARMA INTERNATIONAL LIMITED (US)  
MUNDIPHARMA INTERNATIONAL SERVICES GMBH  
MUNDIPHARMA INTERNATIONAL SERVICES LIMITED  
MUNDIPHARMA INTERNATIONAL SERVICES S.A.R.L.  
MUNDIPHARMA INTERNATIONAL TECHNICAL OPERATIONS LIMITED  
MUNDIPHARMA IT GMBH  
MUNDIPHARMA IT SERVICES GMBH  
MUNDIPHARMA IT SERVICES GMBH & CO. KG  
MUNDIPHARMA IT SERVICES LIMITED  
MUNDIPHARMA IT SERVICES PTE LTD.  
MUNDIPHARMA IT SERVICES VERWALTUNGS GMBH  
MUNDIPHARMA KABUSHIKI KAISHE  
MUNDIPHARMA KOREA LTD.  
MUNDIPHARMA LABORATORIES GMBH  
MUNDIPHARMA LABORATORIES GMBH (REPRESENTATIVE OFFICE OF MUNDIPHARMA  
LABORATORIES GMBH)  
MUNDIPHARMA LABORATORIES LIMITED  
MUNDIPHARMA LATAM GMBH  
MUNDIPHARMA LIMITED  
MUNDIPHARMA LTD.  
MUNDIPHARMA MANAGEMENT SARL  
MUNDIPHARMA MANUFACTURING PTE. LIMITED  
MUNDIPHARMA MAROC  
MUNDIPHARMA MEA GMBH  
MUNDIPHARMA MEDICAL CEE GMBH (REPRESENTATIVE OFFICE; DE-REGISTRATION PENDING)  
MUNDIPHARMA MEDICAL COMPANY  
MUNDIPHARMA MEDICAL COMPANY (SWISS BRANCH)  
MUNDIPHARMA MEDICAL COMPANY LIMITED  
MUNDIPHARMA MEDICAL GMBH  
MUNDIPHARMA MEDICAL GMBH (BUDAPEST BRANCH; DE-REGISTRATION PENDING)  
MUNDIPHARMA MEDICAL GMBH (ROMANIA BRANCH)  
MUNDIPHARMA MEDICAL S.A.R.L. (SOFIA BRANCH; INACTIVE)  
MUNDIPHARMA MIDDLE EAST FZ-LLC  
MUNDIPHARMA NEAR EAST GMBH  
MUNDIPHARMA NEW ZEALAND LIMITED  
MUNDIPHARMA OPHTHALMOLOGY CORPORATION LIMITED  
MUNDIPHARMA OPHTHALMOLOGY PRODUCTS LIMITED  
MUNDIPHARMA OY  
MUNDIPHARMA PHARMACEUTICAL COMPANY SICO LTD.  
MUNDIPHARMA PHARMACEUTICALS (CHILE) LIMITADA  
MUNDIPHARMA PHARMACEUTICALS ARGENTINA S.R.L.  
MUNDIPHARMA PHARMACEUTICALS B.V.

MUNDIPHARMA PHARMACEUTICALS BVBA  
MUNDIPHARMA PHARMACEUTICALS INDUSTRY AND TRADE LIMITED(MUNDIPHARMA ECZA  
URUNLERİ SANAYİ VE TICARET LIMITED ŞİRKETİ)  
MUNDIPHARMA PHARMACEUTICALS LIMITED  
MUNDIPHARMA PHARMACEUTICALS PRIVATE LIMITED  
MUNDIPHARMA PHARMACEUTICALS S.L.  
MUNDIPHARMA PHARMACEUTICALS S.R.L.  
MUNDIPHARMA PHARMACEUTICALS SDN. BHD.  
MUNDIPHARMA POLSKA SP ZO.O.  
MUNDIPHARMA PTE LIMITED  
MUNDIPHARMA RESEARCH GMBH & CO. KG  
MUNDIPHARMA RESEARCH LIMITED  
MUNDIPHARMA RESEARCH VERWALTUNGS GMBH  
MUNDIPHARMA SAS  
MUNDIPHARMA SCIENTIFIC OFFICE OF MUNDIPHARMA MEA GMBH  
MUNDIPHARMA SINGAPORE HOLDING PTE. LIMITED  
MUNDIPHARMA TRADING BANGLADESH PRIVATE LIMITED  
MUNDIPHARMA VERWALTUNGSGESELLSCHAFT MBH  
NAPP LABORATORIES LIMITED  
NAPP PENSION TRUSTEES LIMITED  
NAPP PHARMACEUTICAL GROUP LIMITED  
NAPP PHARMACEUTICAL HOLDINGS LTD.  
NAPP PHARMACEUTICALS LIMITED  
NAPP RESEARCH CENTRE LIMITED  
NAPPWOOD LAND CORPORATION  
NAYATT COVE LIFESCIENCE INC.  
NITID S.AR.L.  
NONTAG S.AR.L.  
ONE STAMFORD REALTY L.P.  
PAINEUROPE LIMITED  
PHARMA ASSOCIATES L.P.  
PHARMACEUTICAL RESEARCH ASSOCIATES, INC.  
PORTHOS S.AR.L.  
PT. MUNDIPHARMA HEALTHCARE INDONESIA  
PURDUE FREDERICK INC.  
PURDUE PHARMA  
PURDUE PHARMA INC.  
PURDUE PHARMA ULC  
QDEM PHARMACEUTICALS LIMITED  
RAFA LABORATORIES LIMITED  
REVLON PAKISTAN PRIVATE LIMITED  
SOFY S.AR.L.  
SONGOL S.AR.L.  
SONTI S.AR.L.  
TACCA B.V.  
TAIWAN MUNDIPHARMA PHARMACEUTICALS LTD.  
TECHNICAL SCIENTIFIC OFFICE OF MUNDIPHARMA NEAR EAST GMBH  
TFC PHARMA GMBH  
THE NAPP EDUCATIONAL FOUNDATION  
THE P.F. LABORATORIES, INC.  
THE PURDUE FREDERICK COMPANY ("PF")  
THE REPRESENTATIVE OFFICE OF MUNDIPHARMA PHARMACEUTICALS PTE. LTD. IN HO CHI MINH  
CITY (REPRESENTATIVE OFFICE OF MUNDIPHARMA PHARMACEUTICALS PTE. LTD. (SINGAPORE))  
THE TERRAMAR FOUNDATION, INC.  
TRANSWORLD PHARMA LIMITED  
TXP SERVICES INC.

VACCARO B.V.  
VENUSTI B.V.  
WIN-HEALTH CARE PRIVATE LIMITED  
WIN-MEDICARE PRIVATE LIMITED

**Current Directors and Officers**

ANTHONY RONCALLI  
CECIL PICKETT  
JOHN DUBEL  
KEN BUCKFIRE  
MIKE COLA  
PETER BOER  
R. STEVENS MILLER (STEVE MILLER)

**Former Directors and Officers**

ALAN DUNTON  
ALAN MUST  
BEVERLY SACKLER  
BRIANNE WEINGARTEN  
BURT ROSEN  
CRAIG LANDAU, M.D.  
DAVID A. SACKLER  
DAVID HADDOX  
DAVID LUNDIE  
DIANA LENKOWSKY  
EDWARD B, MAHONY  
F. MARK GERACI  
GAIL CAWKWELL, M.D.  
ILENE SACKLER LEFCOURT  
J. ALAN BUTCHER  
JACQUES THEURILLAT  
JOHN RENGER  
JON LOWNE  
JONATHAN D. SACKLER  
JOSEPHINE MARTIN  
KAREN LAUREL  
KATHE A. SACKLER, M.D.  
LISA E. PILLA  
MAGGIE FELTZ  
MARC KESSELMAN  
MARCELO BIGAL, M.D.  
MARIA BARTON  
MARV KELLY  
MONICA KWARCINSKI, PH.D.  
MORTIMER D.A. SACKLER  
MORTIMER SACKLER  
PAUL MEDEIROS  
PAULO F. COSTA  
PHILIP C. STRASSBURGER  
RALPH SNYDERMAN  
RAYMOND SACKLER  
RICHARD S. SACKLER, M.D.  
RICHARD W. SILBERT  
SAMANTHA (SACKLER) HUNT  
STUART D. BAKER  
THERESA SACKLER

THERESE E. SACKLER

**Banks**

CITIBANK  
EAST WEST BANK  
GOLDMAN SACHS  
JP MORGAN CHASE  
METROPOLITAN COMMERCIAL BANK  
UBS GROUP AG  
WELLS FARGO & COMPANY

**Secured Creditors**

AIR LIQUIDE INDUSTRIAL U.S. LP  
IKON FINANCIAL SVCS  
U.S. BANK EQUIPMENT FINANCE

**50 Largest Unsecured Creditors**

ALTERGON ITALIA SRL  
AMERISOURCEBERGEN  
APC WORKFORCE SOLUTIONS LLC  
ASCENT HEALTH SERVICES LLC  
ASHLAND SPECIALTY INGREDIENTS GP  
BIOECLIPSE LLC  
CARDINAL HEALTH  
CAREMARKPCS HEALTH, L.L.C.  
CHALLENGE PRINTING COMPANY  
COBBS CREEK HEALTHCARE LLC  
COGNIZANT TECH SOLUTIONS US CORP  
COMMONWEALTH OF PENNSYLVANIA MEDICAID DRUG REBATE PROGRAM  
CONTRACT PHARMACAL CORP  
CVS CAREMARK PART D SERVICES, L.L.C.  
DEFENSE HEALTH AGENCY  
DENVER HEALTH & HOSPITAL AUTH  
DEPARTMENT OF HEALTH CARE SERVICES (CA)  
DEZENHALL RESOURCES  
FRONTAGE LABORATORIES INC  
GCI HEALTH  
GEORGIA DEPT OF COMMUNITY HEALTH  
GLATT AIR TECHNIQUES INC  
HEALTHCORE INC  
INTEGRATED BEHAVIORAL HEALTH INC  
INVENTIV HEALTH CLINICAL LAB INC  
INVENTIV HEALTH CONSULTING INC  
MCKESSON CORPORATION  
MISSOURI HEALTHNET DIVISION  
NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OHIO CLINICAL TRIALS INC  
OHIO DEPARTMENT OF MEDICAID  
OKLAHOMA HEALTH CARE AUTHORITY  
OPTUMRX, INC.  
PACKAGING COORDINATORS INC  
PHARMACEUTICAL RESEARCH ASSOC INC  
PL DEVELOPMENT LLC  
PPD DEVELOPMENT LP  
PRIME THERAPEUTICS LLC  
PURPLE STRATEGIES LLC

RHODES TECHNOLOGIES INC  
S EMERSON GROUP INC  
SCIECURE PHARMA INC  
SPECGX LLC  
STATE OF NEW JERSEY DIVISION OF MEDICAL ASSISTANCE AND HEALTH SERVICES  
STATE OF NEW YORK DEPARTMENT OF HEALTH  
THATCHER COMPANY  
TRIALCARD INC  
WALRUS LLC  
WAVELENGTH ENTERPRISES INC  
WISCONSIN DEPARTMENT OF HEALTH SERVICES

**Vendors**

ACCENCIO LLC  
ACTIVUS SOLUTIONS LLC  
ADVANCED CLINICAL  
AIR CASTLE LIMITED  
ALCAMI CORPORATION  
ALLIED UNIVERSAL SECURITY SERVICES  
ALVOGEN MALTA OPERATIONS LTD  
AMERICAN UNITED LIFE INS CO  
ANAQUA INC  
APLICARE INC  
APTUS HEALTH  
ASHLAND SPECIALTY INGREDIENTS GP  
ATLANTIC CORP OF WILMINGTON INC  
ATOMUS INC  
AVISTA PHARMA SOLUTIONS INC  
BANK OF AMERICA N.A.  
BANNER PHARMACAPS INC  
BERLIN PACKAGING LLC  
BI WORLDWIDE  
BLUE MATTER LLC  
BREWSTER JORY ASSOCIATES LLC  
CAMBREX CHARLES CITY INC  
CAPSUGEL  
CBRE, INC  
CENTIMARK CORPORATION  
CERIDIAN HCM INC  
CHALLENGE PRINTING COMPANY  
CHARLES RIVER LABORATORIES  
CIGNA HEALTH AND LIFE INSURANCE CO  
CIGNA PARTICIPANT HSA FUNDING FUNDI  
CINTAS CORPORATION  
CITY OF WILSON  
CLARIVATE ANALYTICS US LLC  
CLOCKWELL STRATEGY LLC  
COBBS CREEK HEALTHCARE LLC  
COBRA LEGAL SOLUTIONS LLC  
COGNIZANT TECH SOLUTIONS US CORP  
COLORCON INC  
COMMUNITIES 4 ACTION INC  
CONTRACT PHARMACAL CORP  
CORE ACCESS GROUP LLC  
CORNERSTONE RESEARCH INC  
COVERMYMEDS LLC

CROWE AND DUNLEVY  
CSC CONSULTING INC  
CSPACE  
CULINART INC  
CUMBERLAND CONSULTING GROUP LLC  
DANIEL J EDELMAN LIMITED  
DEBEVOISE & PLIMPTON LLP  
DECISION RESOURCES INC  
DEERFIELD AGENCY  
DELOITTE & TOUCHE LLP  
DENVER HEALTH & HOSPITAL AUTH  
DEPOMED INC  
DEZENHALL RESOURCES  
DIRAY MEDIA INC  
DLA PIPER LLP US  
DORSEY & WHITNEY LLP  
DRUGSCAN INC  
DURHAM COUNTY TAX COLLECTOR  
EDWARDS INC  
ELSEVIER  
EPIC PHARMA LLC  
EVERFI INC  
FAYETTE MEMORIAL HOSPITAL ASSOC INC  
FETTE AMERICA INC  
FIDELITY MANAGED INCOME  
FISHER SCIENTIFIC CO LLC  
FTI CONSULTING SC INC  
GCI HEALTH  
GEFCO FORWARDING USA INC  
GLATT AIR TECHNIQUES INC  
GOLDMAN SACHS ASSET MGMT LP  
GRANULES USA INC  
GRM INFORMATION MANAGEMENT  
GRUNENTHAL GMBH (EUR)  
HANNEGAN LANDAU POERSH & ROSENBAUM  
HARM REDUCTION THERAPEUTICS INC  
HAVAS HEALTH INC  
HB COMMUNICATIONS INC  
HCL AMERICA INC  
HEALTH ADVANCES INC  
HEALTHAGEN  
HEALTHCORE INC  
HOST ANALYTICS INC  
IHEART MEDIA ENTERTAINMENT INC  
IMCD US LLC  
INC RESEARCH LLC  
INDOET LTD  
INFLEXXION  
INFORMATION RESOURCES INC  
INTEGRATED BEHAVIORAL HEALTH INC  
INTEGREON MANAGED SOLUTIONS INC  
INVENTIV HEALTH CLINICAL LAB INC  
INVENTIV HEALTH CONSULTING INC  
IQVIA INC  
IQVIA RDS INC  
IRONTON & LAWRENCE COUNTY AREA

J KNIPPER AND CO INC  
JOHNSON CONTROLS INC  
JOSEPH HAGE AARONSON LLC  
JRS MAINTENANCE SERVICE INC  
JS MCCARTHY PRINTERS  
KAISER FOUNDATION HEALTH PLAN  
KANTAR HEALTH INC  
KASHIV PHARMA LLC  
KERRY INGREDIENTS & FLAVOURS  
KLEINFELD KAPLAN & BECKER  
KLICK USA INC  
LEVERAGE GLOBAL CONSULTING LLC  
LIGHT SCIENCES ONCOLOGY INC  
LOWENSTEIN SANDLER PC  
LTS LOHMANN THERAPY SYSTEMS  
LUTHER J STRANGE III  
MANAGED MARKETS  
MARKETVISION RESEARCH INC  
MC-21 HEALTHCARE LLC  
MCKEE BUILDING GROUP INC  
MCKESSON SPECIALTY ARIZONA INC  
MEDIDATA SOLUTIONS INC  
MERIDIAN COMP OF NEW YORK  
MG AMERICA INC  
MICHAEL ALLEN COMPANY LLC  
MICROSOFT LICENSING GROUP  
MITRATECH HOLDINGS INC  
MORRIS NICHOLS ARSHT & TUNNELL LLP  
MOVILITAS CONSULTING LLC  
MULTISORB TECHNOLOGIES INC  
MULVANEY MECHANICAL INC  
NCH MARKETING SERVICES INC  
NEAL & HARWELL PLC  
NELSON MULLINS RILEY &  
NIELSEN CO LLC  
NORAMCO INC  
NORTHLAKE INTERNATIONAL LLC  
NOVATION LLC  
O BERK CO  
OHIO CLINICAL TRIALS INC  
ORACLE AMERICA INC  
OTIS ELEVATOR COMPANY  
PACKAGING COORDINATORS INC  
PAINWEEK  
PATHEON PHARMACEUTICALS INC  
PETRILLO KLEIN & BOXER LLP  
PHARMACEUTICAL PRODUCT STEWARDSHIP  
PINNEY ASSOCIATES  
PL DEVELOPMENT LLC  
PORTER HEDGES LLP  
PPD DEVELOPMENT LLC  
PRAXIS PRECISION MEDICINES INC  
PRECISION COMPUTER SERVICES INC  
PRECISION PROMOTIONAL EFFECTIVENESS  
PRESIDIO NETWORKED SOLUTIONS INC  
PRICE WATERHOUSE COOPERS LLP

PRINCETON BRAND ECONOMETRICS INC  
PRINCETON OFFICE CENTER LLC  
PROQUEST LLC  
PSL GROUP AMERICAN LIMITED  
PUBLICIS HLTH/DISCOVERY USA  
PURPLE STRATEGIES LLC  
QUALITY CHEMICAL LABORATORIES  
QUINN EMANUEL URQUHART &  
RAZORFISH HEALTH  
REED SMITH LLP  
RELAYHEALTH  
RELTIO INC  
REVITAS INC  
REVOLUTION DIGITAL  
RICOH USA INC  
RIGHT MANAGEMENT CONSULTANTS  
ROBERT BOSCH PACKAGING  
ROBERT S MILLER  
RODA CREATIVE SERVICES  
RUSSELL REYNOLDS ASSOC INC  
S EMERSON GROUP INC  
SAP AMERICA  
SCENIC DESIGNS INC  
SCHNEIDER ELECTRIC BUILDINGS  
SENTIENT JET LLC  
SHARP CORP  
SHIONOGI INC  
SIDLEY AUSTIN LLP  
SIEMENS INDUSTRY INC  
SIMR INC  
SODEXO OPERATIONS LLC  
SOTAX CORP  
SOUTHEAST INDUSTRIAL EQUIPMENT INC  
SOUTHPORT LAW OFFICES LLC  
SPARTA SYSTEMS INC  
SPENCER STUART  
SPINETHERA INC  
STANDARD INSURANCE CO  
STATE & FEDERAL COMMUNICATIONS INC  
STERNE KESSLER GOLDSTEIN & FOX PLLC  
STROZ FRIEDBERG INC  
SUDLER & HENNESSEY  
SYMBIANCE INC  
SYSTECH SOLUTIONS INC  
TECHNICAL TRAFFIC CONSULTANTS  
THATCHER COMPANY  
THE CHILDRENS CENTER OF HAMDEN INC  
THE JOLT AGENCY  
THE MCMAHON GROUP LLC  
TRACELINK INC  
TRIBUNE MEDIA COMPANY  
TRUVEN HEALTH ANALYTICS LLC  
TURNER CONSTRUCTION COMPANY  
UNITED BIOSOURCE LLC  
UNITED PARCEL SERVICE  
UNITED SERVICES OF AMERICA INC

UNITED STATES PHARMACOPEIAL CONVENT  
UPS SUPPLY CHAIN SOLUTIONS  
VALASSIS DIRECT MAIL INC  
VALUECENTRIC LLC  
VAYNERMEDIA  
VEEVA SYSTEMS INC  
VENABLE LLP  
VIADUCT LANDHOLDINGS MGMT &  
VIDA VENTURES  
VORYS SATER SEYMOUR & PEASE LLP  
WALDORF ASTORIA AMSTERDAM  
WALGREEN CO  
WALMART INC  
WALRUS LLC  
WATERS CORPORATION  
WEIL GOTSHAL & MANGES LLP  
WELLS FARGO FINANCIAL LEASING INC  
WHEELS INC  
WHR GROUP  
WIGGIN & DANA LLP  
WILMER CUTLER PICKERING HALE AND DORR LLP  
XTTRIUM LABORATORIES INC  
YALE UNIVERSITY  
ZEROCHAOS  
ZITTER GROUP

**Customers**

ACE SURGICAL SUPPLY  
ALBERTSONS  
ALLIANCE ANIMAL CARE LLC  
AMAZON.COM  
AMD PENNSYLVANIA LLC  
AMERISOURCE HEALTH SERVS CORP  
AMERISOURCEBERGEN CORPORATION  
AMERISOURCEBERGEN DRUG CORP  
ANDA INC  
ASSOCIATED FOOD STORES  
ASSOCIATED PHARMACIES INC  
AUBURN PHARMACEUTICAL COMPANY  
BASHAS INC  
BECK LEE  
BELL MEDICAL SERVICES INC  
BIG DEES TACK AND VET SUPPLY  
BLOODWORTH WHOLESALE DRUGS  
BLUPAX PHARMACEUTICALS LLC  
BORSCHOW HOSP & MED SUPPLIES  
BRADLEY CALDWELL SUPPLY  
BRUCE MEDICAL SUPPLY  
BURLINGTON DRUG CO INC  
C&S METRO/C&S BRATTLEBORO  
CAPITAL WHOLESALE DRUG AND CO  
CARDINAL HEALTH DBA HARVARD DRUI  
CARDINAL HEALTH INC  
CARDINAL HEALTH P.R. 120 INC  
CERTCO INC  
CESAR CASTILLO INC

CLAFLIN COMPANY  
COMPLETE MEDICAL SUPPLIES  
CONCORDANCE HEALTHCARE SOLUTION[  
CVS CAREMARK  
CVS DISTRIBUTION  
DAKOTA DRUG INC  
DISCOUNT DRUG MART  
DMS PHARMACEUTICAL GROUP INC  
DROGUERIA BETANCES LLC  
DRUGS UNLIMITED INC  
DV MEDICAL SUPPLY  
EXPRESS MEDICAL SUPPLY  
EXPRESS SCRIPTS  
FISHER SCIENTIFIC  
FLORIDA HARDWARE LLC  
FRED MEYER  
GENETCO INC  
GOLDEN STATE MEDICAL SUPPLY INC  
GOLUB CENTRAL DIST  
GREENHILL TRADING INC  
H E BUTT GROCERY  
HANNAS PHARMACEUTICAL SUPPLY  
HARMON STORES INC  
HARRIS TEETER  
HBC SERVICE  
HD SMITH LLC  
HE BUTT GROCERY COMPANY  
HEALTHSOURCE DISTRIBUTORS LLC  
HENRY SCHEIN ANIMAL HEALTH  
HONEYWELL SAFETY PRODUCTS  
HY VEE  
IMPERIAL DISTRIBUTORS INC  
INDEPENDENT PHARMACY COOPERATIVI  
INGLES MARKETS INC  
JAMS WHOLESALE DISTRIBUTION  
JEFFERS VET SUPPLY  
JET.COM INC  
KEYSOURCE ACQUISITION LLC  
KINNEY DRUGS  
KINRAY INC  
KMART CORPORATION  
KPH HEALTHCARE SERVICES INC  
L&R DISTRIBUTORS INC  
LAKE ERIE MEDICAL  
LOUISIANA WHOLESALE DRUG CO INCI  
MARC GLASSMAN  
MCKESSON CORP  
MCKESSON FINANCIAL DOCUMENT  
MEDSAFE  
MEIJER  
MERCHANTS DISTRIBUTORS  
METRO MEDICAL SUPPLY  
MEYERS SUPPLY  
MIAMI LUKEN INC  
MIDWEST VETERINARY SUPPLY  
MORRIS DICKSON COMPANY LTD

MWI VETERINARY SUPPLY  
N C MUTUAL  
NASH FINCH  
NATIONWIDE MEDICAL/SURGICAL  
NORMED  
NORTHWEST GENERICS LLC  
OPTUMRX  
OWENS & MINOR  
PARK SURGICAL CO INC  
PEYTONS  
PEYTONS FOUNTAIN  
PHARMACY BUYING ASSOCIATION  
PMHI MEDCO SUPPLY CO  
PRESCRIPTION SUPPLY INC  
PUBLIX SUPER MARKETS INC  
QUEST PHARMACEUTICALS INC  
RALPHS GROCERY  
RICHIE PHARMACAL CO INC  
ROBERT MATTHEWS COMPANY  
ROCHESTER DRUG COOPERATIVE INC  
ROUNDYS INC  
SAFE CHAIN  
SAFEWAY MAIL STOP  
SALUS MEDICAL LLC  
SAVE MART MODESTO YOSEMITE WHS  
SCHNUCK MARKETS  
SCHNUCKS MARKETS INC  
SCHOOL HEALTH SUPPLIES  
SMITH DRUG COMPANY  
SOUTHERN LIVESTOCK SUPPLY  
SPARTAN NASH INC  
STATER BROTHERS MARKET  
SUNSET PHARMACEUTICALS INC  
SUPERVALU  
SUPERVALU PHARMACIES INC  
TARGET CORP  
THE HILSINGER COMPANY  
THRIFTY WHITE  
TOP RX LLC  
U RM STORES INC  
VALLEY VETERINARY CLINIC LTD  
VALLEY WHOLESALE DRUG CO LLC  
VALU MERCHANDISERS COMPANY  
VALUE DRUG COMPANY  
VETERINARY SERVICE INC  
VF GRACE  
VISTAPHARM INC  
VITACOST.COM  
WALMART STORES INC  
WEGMANS FOOD MARKETS  
WESTERN SADDLERY  
WINCO FOODS LLC

**Government Authorities**

PENSION BENEFIT GUARANTY CORPORATION  
UNITED STATES FOOD AND DRUG ADMINISTRATION (FDA)

UNITED STATES DRUG ENFORCEMENT ADMINISTRATION (DEA)

**Utilities**

CLEAN HARBORS INC  
COX BUSINESS  
CRYSTAL ROCK  
DANOX ENVIRONMENTAL SERVICES INC  
DIRECT ENERGY SERVICES LLC  
DUKE ENERGY  
EARTHLINK BUSINESS COMPANY  
EVERSOURCE ENERGY  
FRONTIER COMMUNICATIONS  
HERITAGE ENVIRONMENTAL SERVICES  
HOCON GAS INC  
HOCON INDUSTRIAL GAS  
IPASS  
KENT COUNTY WATER AUTHORITY  
LAVOIE & SON INDUSTRIAL  
MASERGY COMMUNICATIONS INC  
MATHESON TRI GAS INC  
MCI COMM SERVICE  
NATIONAL GRID  
NEW JERSEY AMERICAN WATER CO  
ON SITE SHREDDING LLC  
OPTIMUM - CABLEVISION  
PSE&G  
PSNC ENERGY  
SOUTHERN ELEVATOR CO INC  
SPECTRUM BUSINESS  
SPRINT  
STALLINGS BROTHERS HOLDINGS INC  
STERICYCLE INC  
SUEZ WTS USA INC  
TIME WARNER CABLE ENTERPRISES LLC  
VEOLIA ES TECHNICAL SOLUTIONS  
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VERIZON WASHINGTON DC INC  
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FM GLOBAL TRANSIT  
GREAT AMERICAN INSURANCE COMPANY (VOSCO)  
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ISOSCELES INSURANCE LTD. SEPARATE ACCOUNT [PPLP-01]  
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LIBERTY MUTUAL FIRE INSURANCE COMPANY  
LIBERTY SURPLUS INSURANCE CORPORATION (NON-ADMITTED)  
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OLD REPUBLIC INSURANCE COMPANY  
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THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA (AIG WORLD SOURCE)

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**Surety Bonds**

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MILLBORNE TRUST COMPANY LIMITED  
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ROSEBAY MEDICAL COMPANY, INC.  
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IBM CORPORATION  
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GRÜNENTHAL GMBH  
UNIVERSITY OF TEXAS

**Litigation**

OCCIDENTAL CHEMICAL CORPORATION

**Landlords**

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UBS FINANCIAL SERVICES INC.

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BROOKSIDE EQUITY PARTNERS

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HILLSIDE CAPITAL INCORPORATED  
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MAYTTE TEXIDOR LOPEZ  
MCAFEE & TAFT  
MCBRYER, MCGINNIS, LESLIE & KIRKLAND PLLC  
MCCABE TROTTER AND BEVERLY  
MCCAMY PHILLIPS, TUGGLE  
MCCOY, HIESTAND & SMITH, PLC  
MCHUGH FULLER LAW GROUP, PLLC  
MCKELLAR HYDE PLC  
MCNAMEE & MCNAMEE  
MCNAMEE HOSEA  
MEANS GILLIS LAW  
MELISSA J. WILLIAMS  
MERRIMACK COUNTY  
MEYER HENDRICKS & BIVENS PA  
MEYERS & FLOWERS, LLC  
MEYERS, FLOWERS, BRUNO & HERRMANN  
MICHAEL H. KAHN  
MIKE & ASSOCIATES  
MIKE MOORE LAW FIRM  
MILES GRANDERSON LLC  
MILLER LAW  
MOLOLAMKEN  
MONTGOMERY COUNTY PROSECUTING ATTORNEYS OFFICE  
MONTGOMERY PONDER  
MOONEY WIELAND SMITH & ROSE  
MOORE LAW GROUP  
MORGAN & MORGAN  
MORRIS KING & HODGE  
MORROW, MORROW, RYAN, BASSETT & HAIK  
MORTENSEN  
MOTLEY RICE  
MTHIRTYSIX PLLC  
MULLENS & MULLENS  
MURRAY & MURRAY CO.  
NACK RICHARDSON & NACK  
NAPOLI SHKOLNIK PLLC  
NEBLETT, BEARD & ARSENAULT  
NEIL T. LEIFER LLC  
NELSON, BRYAN & CROSS  
NICK KAHL, LLC  
NICK MAURO  
NIX, PATTERSON & ROACH  
NIXON, VOGLMAN, BARRY, SLAWSKY & SIMONEAU  
NUECES COUNTY ATTORNEYS OFFICE  
NYE & NYE  
NYE COUNTY DISTRICT ATTORNEY

OCHS LAW FIRM  
OFFICE OF COUNTY ATTORNEY - HARVEY  
OFFICE OF ROBERT F. JULIAN  
OFFICE OF SALT LAKE DISTRICT ATTORNEY  
OFFICE OF THE ATTORNEY GENERAL - TEXAS  
OFFICE OF THE MONTGOMERY COUNTY ATTORNEY  
O'MALLEY & LANGAN  
O'NEILL LAW  
OSBORNE & FRANCIS  
OTHS, HEISER, MILLER, WAIGLAND & CLAGG  
PANATIER BARTLETT  
PANSING HOGAN ERNST & BACKMAN  
PAOLI LAW FIRM, PC  
PARKS CRUMP LLC  
PASTERNAK, TILKER, ZIEGLER, WALSH, STANTON & ROMANO  
PATRICK C. MCGINLEY  
PATRICK C. SMITH LLC  
PATTY & YOUNG  
PAUL D. HENDERSON  
PEDERSEN AND WHITEHEAD  
PENDLEY, BAUDIN & COFFIN  
PERRIN, LANDRY, DELAUNAY  
PERRY & YOUNG  
PHILLIPS & PAOLICELLI  
PHIPPH DEACON PURNELL  
PHIPPS ANDERSON DEACON  
PHIPPS DEACON PURNELL  
PIATT COUNTY STATE ATTORNEY  
PIERCE COUNTY PROSECUTOR'S OFFICE  
PINTO COATES KYRE & BOWERS, PLLC  
PLEVIN, GALUCCI COMPANY, L.P.A.  
PODHURST ORSECK P.A.  
POGUST BRASLOW & MILLROOD  
POMPEY & POMPEY  
POOLE & POOLE  
POOLE LAW  
PORTEOUS HAINKEL & JOHNSON  
PORTEOUS, HAINKEL AND JOHNSON, LLP  
PORTLAND CITY ATTORNEY'S OFFICE  
POWELL & MAJESTRO  
PRIETO, MARIGLIANO, HOLBERT & PRIETO, LLC  
PRIM & MENDHEIM  
PRINCE ARMSTRONG LLC  
PRINCE GLOVER & HAYES  
PRITT & SPANO  
PRO SE  
PROCHASKA, HOWELL & PROCHASKA LLC  
PURSELL LAW  
R. JEFFREY PERLOFF  
R.D. BURNS  
RALPH E. MARASCO, JR.  
RAMOS LAW  
REBEIN BROTHERS  
REDDICK MOSS, PLLC  
REICH & BINSTOCK  
REIDAR M. MOGERMAN

REX A. SHARP, P.A.  
RICHARD SCHECTER  
RILEY & JACKSON  
RINEHARDT LAW FIRM  
ROBBINS GELLER RUDMAN & DOWD LLP  
ROBERT F. JULIAN  
ROBERT PIERCE & ASSOC.  
ROBINS GELLER  
ROBINS KAPLAN  
ROBINSON CALCAGNIE  
ROBLES, RAEL & ANAYA  
RODMAN, RODMAN & SANDMAN  
ROGER F. LAGARDE  
ROGERS LAW GROUP, PA  
ROMANO LAW GROUP  
RONALD L. BOOK, PA  
ROOSEVELT COUNTY ATTORNEY  
ROSEN HARWOOD  
ROSS F. LAGARDE  
S. DUBOSE PORTER, ATTORNEY AT LAW  
SACKS WESTON DIAMOND  
SALTZ MONGELUZZI BARRETT & BENDESKY  
SALVATORE TERRITO  
SAM BERNSTEIN LAW FIRM, PLLC  
SAN FRANCISCO CITY ATTORNEY'S OFFICE  
SAN PATRICIO COUNTY ATTORNEYS OFFICE  
SANDERS PHILLIPS GROSSMAN, LLC  
SANDERS, MOTLEY, YOUNG & GALLARDO  
SANFORD HEISLER SHARP  
SARPY COUNTY ATTORNEY  
SAVAGE O'DONNELL  
SCHEER MONTGOMERY  
SCHONEKAS, EVANS, MCGOEY & MCEACHIN  
SCHWARTZ BON WALKER & STUDER  
SCHWARZ MONGELUZZI  
SCOTT & SCOTT  
SCOTT ELLIOTT SMITH  
SCOTT TAYLOR, PLLC  
SEAGLE LAW  
SEEGER WEISS LLP  
SEIF & MCNAMEE  
SHAFFER MADIA LAW  
SHELBY COUNTY ATTORNEY'S OFFICE  
SHELLER, PC  
SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC  
SILVERMAN THOMPSON SLUTKIN AND WHITE LLC  
SIMMONS & SIMMONS  
SIMMONS HANLY CONROY  
SIMON GREENSTONE PANATIER BARTLETT  
SIMON LAW FIRM  
SIMS & SIMS  
SKAGIT COUNTY PROSECUTOR'S OFFICE  
SKIKOS CRAWFORD SKIKOS & JOSEPH  
SKINNER LAW  
SMITH & FAWER  
SMITH & JOHNSON

SMITH STAG  
SOMMERS SCHWARTZ PC  
SONOSKY, CHAMBERS, SACHSE, MIELKE & BROWNELL, LLP  
SONOSKY, CHAMBERS, SACHSE, MILLER & MUNSON, LLP  
SPANGENBERG, SHIBLEY & LIBER  
SPEARS & SPEARS  
SPEIGHTS & WORRICH, LLC  
SPIRO HARRISON  
STAG LIUZZA, L.L.C.  
STEPHEN M. TUNSTALL  
STEVEN E. SCHEER  
STEVEN W. BERMAN  
STEVEN WILLIAM TEPPLER  
STOLL STOLL BERNE LOKTING & SHLACHTER P.C.  
STRAWBRIDGE  
STRONG-GARNER-BAUER  
STUART SMITH  
STUDSTILL FIRM  
STULL, STULL & BRODY  
STYRON & SHILLING  
SULLIVAN & SULLIVAN  
SULLIVAN, WARD, ASHER & PATTON  
SUMNER COUNTY LAW DEPARTMENT  
SUSAN J. VAN ZANDT  
SUTHERS & THOMPSON  
SUZANNE WEISE  
SWEENEY MERRIGAN LAW  
TAD ROBINSON O'NEILL  
TAFT STETTINIUS & HOLLISTER LLP  
TATE LAW GROUP  
TAYLOR & KNIGHT  
TAYLOR MARTINO  
THE BELL LAW FIRM  
THE BILEK LAW FIRM  
THE BRUEHL FIRM  
THE CALWELL PRACTICE  
THE CHAFFIN LAW FIRM  
THE CHARLESTON GROUP  
THE CHEEK LAW FIRM  
THE CHEROKEE NATION  
THE CICALA LAW FIRM PLLC  
THE CK HOEFFLER FIRM  
THE COCHRAN FIRM-DONTAN, PC  
THE CONRAD LAW FIRM  
THE COOPER LAW FIRM  
THE CREADORE LAW FIRM  
THE CZACK LAW FIRM  
THE DAMPIER LAW FIRM  
THE DANZEY LAW FIRM  
THE DIAZ LAW FIRM  
THE DILORENZO LAW FIRM, LLC  
THE DOWNEY LAW FIRM  
THE DUDENHEFER LAW FIRM, LLC  
THE DUGAN LAW FIRM  
THE EDWARDS FIRM  
THE EICHHOLZ LAW FIRM, P.C.

THE FINNELL FIRM  
THE FITTE LAW FIRM LLC  
THE FRANKOWSKI LAW FIRM LLC  
THE GALLAGHER LAW FIRM  
THE GREEN LAW FIRM  
THE GROSS LAW FIRM  
THE KING FIRM  
THE KUYKENDALL GROUP  
THE LANIER LAW FIRM  
THE LAW OFFICES OF TOM HALL  
THE MAHER LAW FIRM, PA  
THE MILLER LAW FIRM  
THE MOSKOWITZ LAW FIRM  
THE POOLE LAW GROUP  
THE SAM BERNSTEIN LAW FIRM, PLLC  
THE SPIGARELLI LAW FIRM  
THE WEBB LAW CENTRE  
THEMIS PLLC  
THOMAS BARNEY  
THOMAS E. EDGE  
THOMAS E. MCINTIRE & ASSOCIATES  
THOMAS J. DONOVAN JR.  
THOMPSON BARNEY LAW FIRM  
THOMPSON, THOMPSON & WINTERS  
THORNTON CARPENTER O'BRIEN LAWRENCE & SIMS  
THORNTON LAW FIRM  
THRASH LAW FIRM, P.A.  
THRASHER DISMORE & DOLAN  
TISINGER VANCE, P.C.  
TOUSLEY BRIAN STEPHENS  
TRAFTON, MATZEN, BELLEAU & FRENETTE LLP  
TROY LAW FIRM  
TUCKER LONG, PC  
TURNER, REID, DUNCAN, LOOMER & PATTON  
TZANGAS, PLAKAS, MANNOS  
UTAH ATTORNEY GENERAL'S OFFICE  
VENTURA LAW  
VIRGINIA BEACH CITY ATTORNEY'S OFFICE  
VON STANGE LAW  
WAGSTAFF & CARTMELL, LLP  
WALKER SIGMON LAW  
WALTER B. CALTON  
WALWORTH COUNTY CORPORATION COUNSEL  
WARD & SMITH  
WARD AND SMITH  
WARD BLACK  
WARNER LAW  
WASHINGTON COUNTY ATTORNEY  
WATERS KRAUS & PAUL  
WATSON HEIDELBERG JONES  
WATTS GUERRA  
WEISMAN, KENNEDY & BERRIS CO., L.P.A..  
WEITZ & LUXENBERG  
WELCH LAW FIRM, PLC  
WES WILLIAMS JR.  
WHALEY LAW FIRM

WHETSTONE PERKINS AND FULDA  
WHITAKER  
WHITTEN BURRAGE  
WIGGINS, CHILDS, QUINN & PANTAZIS, LLC  
WILENTZ, GOLDMAN & SPITZER  
WILKES & MCHUGH  
WILLIAMS DIRKS DAMERON LLC  
WINCH LAW FIRM  
WOLF HALDENSTEIN ALDER FREEMAN & HERZ LLP  
WOREL HAVAS  
YARBOROUGH LAW OFFICE  
YOUNG RICCHIUTI CALDWELL & HELLER  
ZACHARY W. CARTER  
ZARZAUR MUJUMDAR & DEBROSSE  
ZEBARSKY PAYNE  
ZELDES, NEEDLE & COOPER  
ZOLL & KRANZ  
METHVIN PORTIS & MILES PC

**Plaintiffs**

A.M.H.  
ABSOLUTE HOUSE  
ADAIR COUNTY  
ADAMS COUNTY  
ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, IDAHO  
ADAMS COUNTY, MISSISSIPPI  
AFSCME DISTRICT COUNCIL 33 HEALTH & WELFARE FUND  
AFSCME DISTRICT COUNCIL 47 HEALTH & WELFARE FUND  
AKIAK NATIVE COMMUNITY  
ALAMOSA COUNTY  
ALAN WILSON SOUTH CAROLINE ATTORNEY GENERAL  
ALASKA NATIVE TRIBAL HEALTH CONSORTIUM  
ALEUTIAN PRIBILOF ISLANDS ASSOCIATION, INC.  
ALEXANDER COUNTY  
ALLAMAKEE COUNTY  
ALLEGANY COUNTY, MARYLAND  
ALLEGHANY COUNTY  
ALLEN COUNTY  
ALLEN COUNTY BOARD OF COUNTY COMMISSIONERS  
AMBER ZIBRITOSKY, THE LAW DIRECTOR FOR THE CITY OF STOW  
AMEL EILAND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL 37  
HEALTH & SECURITY PLAN  
AMERICAN RESOURCES INSURANCE COMPANY, INC.  
AMITE COUNTY, MISS.  
A-MMED AMBULANCE, INC.  
AND CITY OF MOUNTAIN BROOK, AL  
ANDERSON COUNTY  
ANDREW G. RILING AND BEVERLY RILING  
ANDROSCOGGIN COUNTY  
ANDY BROWN, IN HIS CAPACITY AS THE SHERIFF FOR JACKSON PARISH  
ANGEL BOLTON AND CHRISTOPHER BOLTON  
ANNE ARUNDEL COUNTY, MARYLAND  
ANSON COUNTY  
APOLLOMD BUSINESS SERVICES, LLC

APPALACHIAN REGIONAL HEALTHCARE, INC.  
APPLING HEALTH CARE SYSTEM  
ARAB, AL  
ARIZONA COUNTIES INSURANCE POOL  
ARIZONA MUNICIPAL RISK RETENTION POOL  
ARMSTRONG COUNTY, PA  
AROOSTOOK COUNTY  
ASA' CARSAMIUT TRIBE  
ASBESTOS WORKERS LOCAL 6 HEALTH AND WELFARE FUND AND MASSACHUSETTS  
BRICKLAYERS & MASONS TRUST FUNDS  
ASCENSION PARISH GOVERNMENT  
ASHE COUNTY  
ASHLAND COUNTY  
ASHLAND COUNTY BOARD OF COUNTY COMMISSIONERS  
ASSOC. OF ARK. COUNTIES  
ASSOC. OF ARK. COUNTIES RISK MGMT. FUND  
ASSOC. OF ARK. COUNTIES WC TRUST  
ATCHISON COUNTY, MISSOURI  
ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS  
ATKINSON COUNTY, GEORGIA  
AUDRAIN COUNTY, MISSOURI  
AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS  
AUGUSTA, GA  
AUTAUGA COUNTY, ALABAMA  
BACON COUNTY HOSPITAL AND HEALTH SYSTEM  
BACON COUNTY HOSPITAL FOUNDATION, INC.  
BACON COUNTY, GEORGIA  
BAD RIVER BAND OF LAKE SUPERIOR CHIPPEWA  
BALTIMORE COUNTY, MARYLAND  
BANKS COUNTY, GEORGIA  
BAPTIST HEALTH CORBIN  
BAPTIST HEALTH FLOYD  
BAPTIST HEALTH LA GRANGE  
BAPTIST HEALTH LEXINGTON  
BAPTIST HEALTH LOUISVILLE  
BAPTIST HEALTH MADISONVILLE, INC.  
BAPTIST HEALTH PADUCAH  
BAPTIST HEALTH RICHMOND, INC.  
BAPTIST HEALTHCARE SYSTEM, INC.  
BAPTIST HOSPITAL INC. AND JAY HOSPITAL  
BARBARA D. UNDERWOOD, ATTORNEY GENERAL OF THE STATE OF NEW YORK  
BARBARA RIVERS  
BARBOUR COUNTY, ALABAMA  
BARRON COUNTY  
BARRY STAUBUS  
BARTOW COUNTY, GEORGIA  
BATTLE MOUNTAIN OF THE TE-MOAK TRIBE OF WESTERN SHOSHONE INDIANS  
BAY COUNTY  
BAYFIELD COUNTY  
BEAUFORT COUNTY  
BEAUREGARD PARISH POLICE JURY  
BEAVER COUNTY, PENNSYLVANIA  
BELL COUNTY  
BELLEVILLE PHYSICIAN SERVICES, INC.  
BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS  
BEN HILL COUNTY, GEORGIA

BENTON COUNTY  
BENTON COUNTY, MISS.  
BENTON FIRE PROTECTION DISTRICT NO. 4  
BERGEN COUNTY  
BERKELEY COUNTY COUNCIL  
BERLIN, NEW HAMPSHIRE  
BERRIEN COUNTY, GEORGIA  
BIBB COUNTY, ALABAMA  
BIG BEND COMMUNITY BASED CARE INC.  
BIG SANDY RANCHERIA OF WESTERN MONO INDIANS  
BIG VALLEY BAND OF POMO INDIANS OF THE BIG VALLEY RANCHERIA  
BILL CHRIS, THE LAW DIRECTOR FOR THE CITY OF GREEN  
BIOS COMPANIES, INC.  
BIOS COMPANIES, INC. WELFARE PLAN  
BLACK HAWK COUNTY  
BLACKFORD COUNTY, INDIANA  
BLAINE COUNTY, IDAHO  
BLAND COUNTY, VIRGINIA  
BLECKLEY MEMORIAL HOSPITAL  
BLOUNT COUNTY  
BLUE CROSS AND BLUE SHIELD OF LOUISIANA  
BOARD OF COMMISSIONERS FOR LUCAS COUNTY, OHIO  
BOARD OF COUNTY COMMISSIONERS OF CADDO COUNTY  
BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS  
BOARD OF COUNTY COMMISSIONERS OF COUNTY OF LARIMER  
BOARD OF COUNTY COMMISSIONERS OF COWLEY COUNTY, KANSAS  
BOARD OF COUNTY COMMISSIONERS OF CRAWFORD COUNTY, KANSAS  
BOARD OF COUNTY COMMISSIONERS OF GRADY COUNTY  
BOARD OF COUNTY COMMISSIONERS OF HARPER COUNTY  
BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS OF LOVE COUNTY  
BOARD OF COUNTY COMMISSIONERS OF NEOSHO COUNTY, KANSAS  
BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY  
BOARD OF COUNTY COMMISSIONERS OF PRATT COUNTY, KANSAS  
BOARD OF COUNTY COMMISSIONERS OF STEPHENS COUNTY  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOULDER  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DONA ANA, NEW MEXICO  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF FREMONT  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MCKINLEY  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SANTA FE  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TAOS  
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TELLER  
BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND  
BOARD OF DEWEY COMMISSIONERS OF HARPER COUNTY  
BOARD OF KIOWA COMMISSIONERS OF HARPER COUNTY  
BOARD OF MAJOR COMMISSIONERS OF HARPER COUNTY  
BOARD OF WOODS COMMISSIONERS OF HARPER COUNTY  
BOB HEYDORN, THE SOLICITOR THE VILLAGE OF SILVER LAKE  
BOBBIE LOU MOORE  
BOBBY GUIDROZ, SHERIFF OF ST. LANDRY PARISH, LOUISIANA  
BOISE COUNTY, IDAHO  
BON SECOURS HEALTH SYSTEM, INC.  
BOND COUNTY  
BONNEVILLE COUNTY, IDAHO

BOONE COUNTY  
BOONE COUNTY, ILLINOIS  
BOSSIER CITY  
BOSSIER PARISH  
BOSSIER PARISH EMERGENCY MEDICAL SERVICES AMBULANCE DISTRICT  
BOSTON TOWNSHIP  
BOURBON COUNTY, KANSAS  
BOWLING GREEN WARREN COUNTY COMMUNITY HOSPITAL CORPORATION  
BOYD COUNTY  
BOYLE COUNTY  
BRAD BRYAN, THE SOLICITOR FOR THE VILLAGE OF PENINSULA  
BRANTLEY COUNTY, GEORGIA  
BRAZOS COUNTY  
BREVARD FAMILY PARTNERSHIP  
BRIAN LOWRY  
"BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCAL UNION NO. 1 OF PA/DE  
HEALTH AND WELFARE FUND"  
BRIDGE HOUSE CORPORATION  
BROOKE COUNTY COMMISSION  
BROOKS COUNTY, GEORGIA  
BROWARD COUNTY, FLORIDA  
BROWN COUNTY  
BROWN COUNTY BOARD OF COUNTY COMMISSIONERS  
BRUNSWICK COUNTY  
BRYAN NACE, THE LAW DIRECTOR FOR THE CITY OF FAIRLAWN  
BRYANT C. DUNAWAY  
BUCHANAN COUNTY  
BUCHANAN COUNTY, MISSOURI  
BUCKS COUNTY  
BUFFALO COUNTY  
BULLITT COUNTY  
BULLOCH COUNTY, GEORGIA  
BULLOCK COUNTY, ALABAMA  
BUNCOMBE COUNTY  
BUREAU COUNTY, ILLINOIS  
BURKE COUNTY  
BURNETT COUNTY  
BUTLER COUNTY  
BUTLER COUNTY BOARD OF COMMISSIONERS  
BUTLER COUNTY, ALABAMA  
BUTTS COUNTY, GEORGIA  
CABARRUS COUNTY  
CADDO FIRE PROTECTION DISTRICT NO. 1  
CADDO PARISH  
CAHTO INDIAN TRIBE OF THE LAYTONVILLE RANCHERIA  
CALDWELL COUNTY  
CALDWELL PARISH  
CALHOUN COUNTY  
CALHOUN COUNTY, ALABAMA  
CALHOUN COUNTY, FLORIDA  
CALHOUN COUNTY, SOUTH CAROLINA  
CALUMET COUNTY  
CAMBRIA COUNTY, PENNSYLVANIA  
CAMDEN COUNTY, GEORGIA  
CAMDEN COUNTY, NJ

CAMPBELL COUNTY, TN  
CANDLER COUNTY, GA  
CANYON COUNTY  
CAPE GIRARDEAU COUNTY  
CAPE MAY COUNTY, NEW JERSEY  
CARBON COUNTY, UTAH  
CARBON COUNTY, WYOMING  
CARIBOU COUNTY, IDAHO  
CARMEN SIEBLER  
CAROLINE COUNTY, MARYLAND  
CARPENTERS HEALTH & WELFARE OF PHILADELPHIA & VICINITY  
CARROLL COUNTY  
CARROLL COUNTY BOARD OF COUNTY COMMISSIONERS  
CARROLL COUNTY, MISSISSIPPI  
CARROLL COUNTY, VIRGINIA  
CARTERET COUNTY, NORTH CAROLINA  
CASPER, WYOMING  
CASS COUNTY, MISSOURI  
CASSIA COUNTY, IDAHO  
CASWELL COUNTY  
CATAHOULA PARISH POLICE JURY  
CATAWBA COUNTY, NC  
CATOOSA COUNTY, GEORGIA  
CECIL COUNTY, MARYLAND  
CENTER POINT, INC.  
CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK INC.  
CENTRAL FLORIDA CARES HEALTH SYSTEM INC  
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH & WELFARE FUND  
CHAFFEE COUNTY  
CHAMBERS COUNTY, ALABAMA  
CHAMPAIGN COUNTY BOARD OF COUNTY COMMISSIONERS  
CHAMPAIGN COUNTY, ILLINOIS  
CHARLTON COUNTY, GEORGIA  
CHARTER TOWNSHIP OF CANTON  
CHARTER TOWNSHIP OF CLINTON, MICHIGAN  
CHARTER TOWNSHIP OF HURON, MICHIGAN  
CHARTER TOWNSHIP OF NORTHLVILLE  
CHARTER TOWNSHIP OF VAN BUREN  
CHATHAM COUNTY, GEORGIA  
CHATTOOGA COUNTY  
CHELAN COUNTY  
CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA  
CHEROKEE COUNTY  
CHEROKEE COUNTY, ALABAMA  
CHESHIRE COUNTY  
CHEYENNE & ARAPAHO TRIBES  
CHEYENNE RIVER SIOUX TRIBE  
CHICAGO REGIONAL COUNCIL OF CARPENTER  
CHICAGO REGIONAL COUNCIL OF CARPENTERS WELFARE FUND  
CHICKASAW COUNTY, MISSISSIPPI  
CHICKASAW NATION  
CHILTON COUNTY, ALABAMA  
CHIPPEWA COUNTY  
CHITIMACHA TRIBE OF LOUISIANA  
CHOCTAW NATION  
CHOWAN COUNTY

CHRIS AND DIANE DENSON  
CHRISTIAN COUNTY  
CHUGACHMIUT, INC.  
CITY AND COUNTY OF BROOMFIELD  
CITY AND COUNTY OF DENVER  
CITY OF ABBEVILLE, AL  
CITY OF ADA  
CITY OF ALAMOSA  
CITY OF ALBANY  
CITY OF ALBANY, GEORGIA  
CITY OF ALBERTVILLE, AL  
CITY OF ALEXANDRIA  
CITY OF ALEXANDRIA, CITY OF ELWOOD AND MADISON COUNTY  
CITY OF ALEXANDRIA, LOUISIANA  
CITY OF ALIQUIPPA  
CITY OF ALMA, GEORGIA  
CITY OF ANACORTES AND SEDRO-WOOLLEY SCHOOL DISTRICT  
CITY OF ANNISTON, ALABAMA  
CITY OF ANSONIA  
CITY OF ASHLAND, OHIO  
CITY OF ATLANTA  
CITY OF AUBURN  
CITY OF AUGUSTA  
CITY OF AURORA  
CITY OF AURORA, OHIO  
CITY OF BAINBRIDGE, GEORGIA  
CITY OF BANGOR  
CITY OF BARBERTON  
CITY OF BASTROP, LOUISIANA  
CITY OF BATON ROUGE, PARISH OF EAST BATON ROUGE  
CITY OF BEECH GROVE, INDIANA  
CITY OF BELMONT  
CITY OF BENHAM  
CITY OF BERWYN  
CITY OF BEVERLY, MASSACHUSETTS  
CITY OF BIDDEFORD  
CITY OF BIRMINGHAM, ALABAMA  
CITY OF BLACK HAWK  
CITY OF BLOOMINGTON AND MONROE COUNTY  
CITY OF BOAZ, AL  
CITY OF BOGALUSA, LOUISIANA  
CITY OF BOISE  
CITY OF BOSTON  
CITY OF BOWIE, MARYLAND  
CITY OF BRADENTON  
CITY OF BRIDGEPORT  
CITY OF BRIDGEPORT, ALABAMA  
CITY OF BROADVIEW HEIGHTS  
CITY OF BROKEN ARROW  
CITY OF BRUNSWICK  
CITY OF BRUNSWICK, GEORGIA  
CITY OF BUCKHANNON, WEST VIRGINIA  
CITY OF BUCKHORN  
CITY OF BURBANK  
CITY OF BURLINGTON  
CITY OF CARBON HILL, ALABAMA

CITY OF CARDOVA, ALABAMA  
CITY OF CARIBOU  
CITY OF CATERSVILLE  
CITY OF CENTRAL FALLS, RI  
CITY OF CHARLESTON, MISS.  
CITY OF CHELSEA  
CITY OF CHICAGO  
CITY OF CHICAGO HEIGHTS  
CITY OF CHICOPEE  
CITY OF CINCINNATI  
CITY OF CLANTON, ALABAMA, A MUNICIPAL CORPORATION  
CITY OF CLAREMONT  
CITY OF CLARKSVILLE, TENNESSEE  
CITY OF CLEARWATER IN THE COUNTY OF PINELLAS  
CITY OF CLEVELAND  
CITY OF COCONUT CREEK, FLORIDA  
CITY OF COLUMBIA, MISSISSIPPI  
CITY OF COLUMBUS  
CITY OF COLUMBUS, MISSISSIPPI  
CITY OF COMMERCE CITY  
CITY OF CONCORD, NEW HAMPSHIRE  
CITY OF CONNERSVILLE AND FAYETTE COUNTY  
CITY OF CORAL GABLES  
CITY OF COUNTRYSIDE  
CITY OF COVINGTON  
CITY OF COVINGTON, KENTUCKY  
CITY OF CRANSTON, RI  
CITY OF CUMBERLAND, MARYLAND  
CITY OF CUYAHOGA FALLS  
CITY OF DANUBURY  
CITY OF DAYTON  
CITY OF DECATUR, ALABAMA  
CITY OF DEERFIELD BEACH, FLORIDA  
CITY OF DELRAY BEACH  
CITY OF DEMOPOLIS, ALABAMA  
CITY OF DEMOREST, GEORGIA  
CITY OF DERBY  
CITY OF DETROIT  
CITY OF DONALDSONVILLE  
CITY OF DORA  
CITY OF DOUGLAS, AL  
CITY OF DOVER, NEW HAMPSHIRE  
CITY OF EAGLE PASS, TEXAS  
CITY OF EAST CLEVELAND, OH  
CITY OF EAST LANSING, MICHIGAN  
CITY OF EAST PROVIDENCE  
CITY OF EASTHAMPTON, MASS.  
CITY OF EDMOND  
CITY OF ELYRIA  
CITY OF ENTERPRISE, ALABAMA  
CITY OF ESCANABA, MICHIGAN  
CITY OF EUCLID  
CITY OF EUNICE, LOUISIANA  
CITY OF EUREKA  
CITY OF EVANSVILLE, INDIANA  
CITY OF EVERETT

CITY OF EVERGREEN, ALABAMA  
CITY OF FAIRLAWN  
CITY OF FALL RIVER  
CITY OF FAYETTE ALABAMA  
CITY OF FAYETTEVILLE  
CITY OF FINDLAY  
CITY OF FISHERS, INDIANA  
CITY OF FITCHBURG  
CITY OF FITZGERALD, GEORGIA  
CITY OF FLINT, MICHIGAN  
CITY OF FLORENCE  
CITY OF FLORENCE, ALABAMA  
CITY OF FORT LAUDERDALE, FLORIDA  
CITY OF FORT PAYNE, ALABAMA  
CITY OF FOSTORIA  
CITY OF FRAMINGHAM  
CITY OF FRANKLIN  
CITY OF FRANKLIN, NEW HAMPSHIRE  
CITY OF FREDERICK, MARYLAND  
CITY OF FROSTBURG, MARYLAND  
CITY OF GADSDEN, ALABAMA  
CITY OF GAINESVILLE, GEORGIA  
CITY OF GALAX  
CITY OF GARFIELD HEIGHTS  
CITY OF GARY, INDIANA  
CITY OF GEORGIANA, AL  
CITY OF GLOUCESTER  
CITY OF GRAND RAPIDS, MICHIGAN  
CITY OF GRANITE CITY, ILLINOIS  
CITY OF GRAYSON  
CITY OF GREAT FALLS  
CITY OF GREEN  
CITY OF GREENFIELD  
CITY OF GREENSBORO, AL  
CITY OF GREENVILLE, ALABAMA  
CITY OF GREENWOOD, INDIANA  
CITY OF GREENWOOD, MISSISSIPPI  
CITY OF GRETNNA  
CITY OF GUIN, AL  
CITY OF GUNTERSVILLE, AL  
CITY OF GUTHRIE COUNTY  
CITY OF HAGERSTOWN, MARYLAND  
CITY OF HALLANDALE BEACH, FLORIDA  
CITY OF HAMILTON, AL  
CITY OF HAMILTON, OHIO  
CITY OF HAMMOND  
CITY OF HARLAN  
CITY OF HARRISBURG, ILLINOIS  
CITY OF HARRISVILLE  
CITY OF HARTFORD, INDIANA  
CITY OF HARTSELLE, ALABAMA  
CITY OF HARVEY  
CITY OF HATTIESBURG, MS  
CITY OF HAVERHILL  
CITY OF HENAGAR, ALABAMA  
CITY OF HENDERSON COUNTY

CITY OF HENDERSON, KENTUCKY  
CITY OF HICKORY  
CITY OF HOLYOKE  
CITY OF HUEYTOWN, AL  
CITY OF HUNTINGTON, INDIANA  
CITY OF HURON, OHIO  
CITY OF HYDEN  
CITY OF INDEPENDENCE  
CITY OF INDIANAPOLIS  
CITY OF IRON MOUNTAIN, MICHIGAN  
CITY OF IRONTON, OHIO  
CITY OF ITHACA  
CITY OF IUKA, MISSISSIPPI  
CITY OF JACKSON, MICHIGAN  
CITY OF JACKSONVILLE  
CITY OF JASPER  
CITY OF JASPER, INDIANA  
CITY OF JEFFERSONVILLE, INDIANA  
CITY OF JERSEY CITY, NEW JERSEY  
CITY OF JOPLIN  
CITY OF KANSAS CITY, MISSOURI  
CITY OF KEENE, NH  
CITY OF KENNER  
CITY OF KENOVA, WEST VIRGINIA  
CITY OF KENT  
CITY OF KENT, MICHIGAN  
CITY OF KENT, OHIO  
CITY OF KINGMAN  
CITY OF KOKOMO, INDIANA  
CITY OF LACONIA, NEW HAMPSHIRE  
CITY OF LAFAYETTE  
CITY OF LAKEWOOD  
CITY OF LAKEWOOD AND THE CITY OF WHEAT RIDGE  
CITY OF LANSING  
CITY OF LAREDO, TEXAS  
CITY OF LAUDERHILL, FLORIDA  
CITY OF LAUREL, MISSISSIPPI  
CITY OF LAWRENCE, INDIANA  
CITY OF LAWTON  
CITY OF LEBANON, OHIO  
CITY OF LEOMINSTER  
CITY OF LEWISTON  
CITY OF LIMA  
CITY OF LINCOLN, ALABAMA  
CITY OF LIVONIA  
CITY OF LOCK HAVEN  
CITY OF LOGANSPORT  
CITY OF LONDON  
CITY OF LORAIN  
CITY OF LOS ANGELES, CALIFORNIA  
CITY OF LOWELL  
CITY OF LOYALL  
CITY OF LUMBERTON, MISSISSIPPI  
CITY OF LYNCH  
CITY OF LYNDHURST  
CITY OF LYNN

CITY OF MACEDONIA, OH  
CITY OF MALDEN  
CITY OF MANCHESTER  
CITY OF MANSFIELD  
CITY OF MARION, ALABAMA  
CITY OF MARTINSVILLE, INDIANA  
CITY OF MARTINSVILLE, VIRGINIA  
CITY OF MEDFORD  
CITY OF MELROSE  
CITY OF MEMPHIS  
CITY OF MERIDIAN  
CITY OF METHUEN  
CITY OF METROPOLIS, ILLINOIS  
CITY OF MIAMI  
CITY OF MIAMI GARDENS, FLORIDA  
CITY OF MIDFIELD, ALABAMA  
CITY OF MILLEDGEVILLE, GEORGIA  
CITY OF MINNEAPOLIS, MINNESOTA  
CITY OF MIRAMAR, FLORIDA  
CITY OF MISSOULA  
CITY OF MOBILE, ALABAMA  
CITY OF MONROE, LOUISIANA  
CITY OF MONTEPELIER, INDIANA  
CITY OF MONTGOMERY, AL  
CITY OF MONTGOMERY, WEST VIRGINIA  
CITY OF MOREHEAD  
CITY OF MOULTON, ALABAMA  
CITY OF MOUNT VERNON  
CITY OF MUNROE FALLS  
CITY OF NANTICOKE, PENNSYLVANIA  
CITY OF NASHUA  
CITY OF NAUVOO, ALABAMA  
CITY OF NETTLETON, MISSISSIPPI  
CITY OF NEW ALBANY, INDIANA  
CITY OF NEW ALBANY, MISSISSIPPI  
CITY OF NEW BRITAIN  
CITY OF NEW CASTLE  
CITY OF NEW FRANKLIN  
CITY OF NEW HAVEN  
CITY OF NEW HOPE, ALABAMA  
CITY OF NEW IBERIA  
CITY OF NEW LONDON  
CITY OF NEW ORLEANS  
CITY OF NEW ROADS, LOUISIANA  
CITY OF NEW YORK  
CITY OF NEWARK, NJ  
CITY OF NEWBURGH HEIGHTS, OH  
CITY OF NEWBURYPORT  
CITY OF NEWPORT, RI  
CITY OF NOBLESVILLE, INDIANA  
CITY OF NORTH ADAMS  
CITY OF NORTH MIAMI, FLORIDA  
CITY OF NORTH OLMSTEAD  
CITY OF NORTH ROYALTON, OH  
CITY OF NORTHHAMPTON  
CITY OF NORTHGLENN

CITY OF NORTHLAKE  
CITY OF NORTON  
CITY OF NORTON, VIRGINIA  
CITY OF NORWALK  
CITY OF OAKMAN, ALABAMA  
CITY OF OKLAHOMA CITY  
CITY OF OLMSTED FALLS  
CITY OF OLYMPIA  
CITY OF OPP, ALABAMA  
CITY OF OVERLAND PARK, KANSAS  
CITY OF OWASSO  
CITY OF OZARK, ALABAMA  
CITY OF PADUCAH, KENTUCKY  
CITY OF PALM BAY  
CITY OF PALMETTO  
CITY OF PARMA  
CITY OF PARMA HEIGHTS  
CITY OF PARRISH, ALABAMA  
CITY OF PATERSON, NJ  
CITY OF PATTERSON  
CITY OF PAWTUCKET, RI  
CITY OF PEABODY  
CITY OF PEKIN  
CITY OF PEMBROKE PINES, FLORIDA  
CITY OF PENSACOLA  
CITY OF PEORIA  
CITY OF PERU, INDIANA  
CITY OF PHILADELPHIA  
CITY OF PHILADELPHIA, MISS.  
CITY OF PHOENIX  
CITY OF PINELLAS PARK  
CITY OF PINEVILLE, LOUISIANA  
CITY OF PIPPA PASSES  
CITY OF PITTSBURGH  
CITY OF PITTSFIELD  
CITY OF PLATTSBURGH  
CITY OF PLEASANT GROVE, AL  
CITY OF POMPANO BEACH, FLORIDA  
CITY OF PONCA CITY  
CITY OF POOLER, GEORGIA  
CITY OF PORTLAND  
CITY OF PORTLAND AND JAY COUNTY  
CITY OF PORTLAND, OREGON  
CITY OF PORTSMOUTH  
CITY OF PRESTON  
CITY OF PRICHARD, ALABAMA  
CITY OF PRINCETON, ILLINOIS  
CITY OF PRINCETON, WEST VIRGINIA  
CITY OF PROVIDENCE  
CITY OF QUINCY  
CITY OF RAVENNA, OHIO  
CITY OF RENO  
CITY OF REVERE  
CITY OF RICHMOND  
CITY OF RICHMOND HILL, GEORGIA  
CITY OF ROCHESTER

CITY OF ROCKFORD, ILLINOIS  
CITY OF ROME  
CITY OF ROMULUS  
CITY OF SACO  
CITY OF SAINT MARTINVILLE  
CITY OF SALEM  
CITY OF SAN DIEGO  
CITY OF SANDUSKY  
CITY OF SANDY SPRINGS, GEORGIA  
CITY OF SANFORD  
CITY OF SARASOTA  
CITY OF SAULT STE. MARIE, MICHIGAN  
CITY OF SCHENECTADY  
CITY OF SCOTTSBORO, ALABAMA  
CITY OF SEAT PLEASANT, MARYLAND  
CITY OF SEATTLE  
CITY OF SEDRO WOOLLEY  
CITY OF SELMA, ALABAMA  
CITY OF SEYMOUR, INDIANA  
CITY OF SHANNON, MISSISSIPPI  
CITY OF SHAWNEE  
CITY OF SHELBYVILLE, INDIANA  
CITY OF SHREVEPORT  
CITY OF SIPSEY, ALABAMA  
CITY OF SOMERVILLE  
CITY OF SOUTH BEND, INDIANA  
CITY OF SPRINGFIELD, MISSOURI  
CITY OF ST. JOSEPH, MISSOURI  
CITY OF ST. LOUIS  
CITY OF ST. MARY'S  
CITY OF ST. MARY'S OHIO  
CITY OF STARKVILLE, MISSISSIPPI  
CITY OF STOW  
CITY OF STRONGSVILLE  
CITY OF SUMITON  
CITY OF SYRACUSE, NEW YORK  
CITY OF TACOMA  
CITY OF TALLAHASSEE  
CITY OF TALLEDEGA, ALABAMA  
CITY OF TALLMADGE  
CITY OF TAMPA  
CITY OF THORNTON  
CITY OF TIFTON, GEORGIA  
CITY OF TOLEDO  
CITY OF TRAVERSE CITY, MICHIGAN  
CITY OF TROY  
CITY OF TROY, ALABAMA  
CITY OF TUCSON  
CITY OF TUSCALOOSA, ALABAMA  
CITY OF TUSKEGEE, ALABAMA  
CITY OF UNION SPRINGS, ALABAMA  
CITY OF UTICA, NEW YORK  
CITY OF VAN WERT  
CITY OF VERNON, ALABAMA  
CITY OF VERONA, MISSISSIPPI  
CITY OF VIENNA, WEST VIRGINIA

CITY OF VIRGINIA BEACH AND SHERIFF OF THE CITY OF VIRGINIA BEACH  
CITY OF WARREN  
CITY OF WARWICK, RI  
CITY OF WATERBURY  
CITY OF WATERVILLE  
CITY OF WAYNE  
CITY OF WEAVER, ALABAMA  
CITY OF WEST LAFAYETTE  
CITY OF WEST MONROE, LOUISIANA  
CITY OF WESTFIELD, INDIANA  
CITY OF WESTLAND, MICHIGAN  
CITY OF WESTMINSTER  
CITY OF WICKLIFFE  
CITY OF WILKES-BARRE, PENNSYLVANIA  
CITY OF WILMINGTON  
CITY OF WINCHESTER  
CITY OF WINFIELD, ALABAMA  
CITY OF WOBURN  
CITY OF WOODBURY, GEORGIA  
CITY OF WORCESTER  
CITY OF YUKON  
CLAIBORNE COUNTY, MISS  
CLAIBORNE PARISH  
CLALLAM COUNTY  
CLARK COUNTY  
CLARKE COUNTY, MISSISSIPPI  
CLAY COUNTY MEDICAL CORPORATION  
CLAY COUNTY, ALABAMA  
CLAYTON COUNTY, GEORGIA  
CLEARFIELD COUNTY, PENNSYLVANIA  
CLEBURNE COUNTY, ALABAMA  
CLERMONT COUNTY BOARD OF COUNTY COMMISSIONERS  
CLEVELAND BAKERS AND TEAMSTERS HEALTH AND WELFARE FUND  
CLEVELAND COUNTY  
CLEVELAND TEACHERS UNION, LOCAL 279  
CLINCH COUNTY HOSPITAL AUTHORITY  
CLINTON COUNTY  
CLINTON COUNTY BOARD OF COMMISSIONERS  
CLOVERDALE RANCHERIA OF POMO INDIANS  
COBB COUNTY  
COEUR DALENE TRIBE  
COFFEE COUNTY, ALABAMA  
COLE COUNTY, MISSOURI  
COLES COUNTY  
COLUMBIA COUNTY  
COLUMBIA COUNTY, GEORGIA  
COLUMBIA COUNTY, PA  
COLUMBIANA COUNTY BOARD OF COUNTY COMMISSIONERS  
COLUMBUS COUNTY  
COLUMBUS GEORGIA  
COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND  
COMMON WEALTH OF PA  
COMMONWEALTH OF MASSACHUSETTS  
COMMONWEALTH OF PA  
COMMONWEALTH OF VIRGINIA  
COMMUNITY BASED CARE OF BREVARD, INC

COMMUNITY PARTNERSHIP FOR CHILDREN, INC.  
CONCORDIA PARISH  
CONECUH COUNTY, ALABAMA  
CONEJOS COUNTY  
CONFEDERATED TRIBE OF WARM SPRINGS  
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION  
CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
CONSOLIDATED TRIBAL HEALTH PROJECT, INC.  
COOK COUNTY, GEORGIA  
COOK COUNTY, ILLINOIS  
COOS COUNTY, OREGON  
COPLEY TOWNSHIP  
COPPER RIVER NATIVE ASSOCIATION  
COSHOCOTON COUNTY BOARD OF COUNTY COMMISSIONERS  
COUNTY COMMISSION OF CLAY COUNTY  
COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND  
COUNTY OF ALACHUA  
COUNTY OF ALBANY, NY  
COUNTY OF ALCONA, MICHIGAN  
COUNTY OF ALGER, MICHIGAN  
COUNTY OF ALLEGHENY  
COUNTY OF ALLENDALE  
COUNTY OF AMADOR  
COUNTY OF ANACONDA-DEER LODGE  
COUNTY OF ANDERSON  
COUNTY OF ANGELINA  
COUNTY OF ANOKA, MN  
COUNTY OF ANTRIM, MICHIGAN  
COUNTY OF ARENAC, MICHIGAN  
COUNTY OF ASHTABULA  
COUNTY OF BALLARD, KENTUCKY  
COUNTY OF BAMBERG  
COUNTY OF BARAGA, MICHIGAN  
COUNTY OF BARNWELL  
COUNTY OF BEAUFORT  
COUNTY OF BEE  
COUNTY OF BENZIE, MICHIGAN  
COUNTY OF BERRIEN, MICHIGAN  
COUNTY OF BEXAR  
COUNTY OF BLANCO  
COUNTY OF BOWIE  
COUNTY OF BRADFORD  
COUNTY OF BRANCH  
COUNTY OF BREVARD, FLORIDA  
COUNTY OF BURLESON  
COUNTY OF BURNET  
COUNTY OF BUTTE  
COUNTY OF CALAVERAS  
COUNTY OF CAMERON  
COUNTY OF CAMP  
COUNTY OF CARBON  
COUNTY OF CASCADE  
COUNTY OF CASS  
COUNTY OF CATTARAUGUS  
COUNTY OF CAYUGA

COUNTY OF CHARLEVOIX, MICHIGAN  
COUNTY OF CHAUTAUQUA  
COUNTY OF CHENANGO  
COUNTY OF CHENANGO  
COUNTY OF CHEROKEE  
COUNTY OF CHESTERFIELD  
COUNTY OF CHILDRESS  
COUNTY OF CHIPPEWA  
COUNTY OF CLACKAMAS  
COUNTY OF CLARION  
COUNTY OF CLAY  
COUNTY OF CLINTON  
COUNTY OF CLINTON, MICHIGAN  
COUNTY OF COCHISE  
COUNTY OF COLLETON  
COUNTY OF COLUMBIA  
COUNTY OF CONTRA COSTA  
COUNTY OF COOKE  
COUNTY OF CORTLAND  
COUNTY OF CORYELL  
COUNTY OF CRAWFORD, MICHIGAN  
COUNTY OF CUMBERLAND  
COUNTY OF CUYAHOGA  
COUNTY OF DALLAS  
COUNTY OF DEKALB  
COUNTY OF DEL NORTE  
COUNTY OF DELTA  
COUNTY OF DICKINSON, MICHIGAN  
COUNTY OF DIMMIT  
COUNTY OF DORCHESTER  
COUNTY OF DOUGLAS, STATE OF NEBRASKA  
COUNTY OF EATON  
COUNTY OF ECTOR  
COUNTY OF EL DORADO  
COUNTY OF EL PASO  
COUNTY OF ERIE  
COUNTY OF ESSEX  
COUNTY OF FAIRFIELD  
COUNTY OF FALLS  
COUNTY OF FANNIN  
COUNTY OF FAYETTE  
COUNTY OF FLOYD  
COUNTY OF FRANKLIN  
COUNTY OF FREESTONE  
COUNTY OF FRESNO  
COUNTY OF FULTON  
COUNTY OF GALVESTON  
COUNTY OF GENESEE  
COUNTY OF GLENN  
COUNTY OF GRAND TRAVERSE  
COUNTY OF GRATIOT, MICHIGAN  
COUNTY OF GRAYSON  
COUNTY OF GREENE  
COUNTY OF GREENWOOD  
COUNTY OF GRENADA  
COUNTY OF HAMILTON

COUNTY OF HAMPTON  
COUNTY OF HARDIN  
COUNTY OF HARRISON  
COUNTY OF HARVEY  
COUNTY OF HERKIMER  
COUNTY OF HIDALGO  
COUNTY OF HILSDALE, MICHIGAN  
COUNTY OF HOPKINS  
COUNTY OF HOUSTON  
COUNTY OF HUDSON, NJ  
COUNTY OF IMPERIAL  
COUNTY OF INYO  
COUNTY OF IOSCO, MICHIGAN  
COUNTY OF ISABELLA, MICHIGAN  
COUNTY OF JASPER  
COUNTY OF JEFFERSON  
COUNTY OF JONES  
COUNTY OF KENNEBEC  
COUNTY OF KERR  
COUNTY OF KERSHAW  
COUNTY OF KINNEY  
COUNTY OF KNOTT  
COUNTY OF KNOX, STATE OF NEBRASKA  
COUNTY OF LA SALLE  
COUNTY OF LAKE  
COUNTY OF LAKE, MICHIGAN  
COUNTY OF LAMAR  
COUNTY OF LANE  
COUNTY OF LASSEN  
COUNTY OF LAURENS  
COUNTY OF LEE  
COUNTY OF LEELANAU, MICHIGAN  
COUNTY OF LENAWEE, MICHIGAN  
COUNTY OF LEON  
COUNTY OF LEWIS  
COUNTY OF LEXINGTON  
COUNTY OF LIBERTY  
COUNTY OF LIMESTONE  
COUNTY OF LINCOLN  
COUNTY OF LIVINGSTON  
COUNTY OF LORAIN  
COUNTY OF LUCE, MICHIGAN  
COUNTY OF MACOMB  
COUNTY OF MADERA  
COUNTY OF MADISON  
COUNTY OF MANISTEE, MICHIGAN  
COUNTY OF MARICOPA  
COUNTY OF MARIN  
COUNTY OF MARION  
COUNTY OF MARIPOSA  
COUNTY OF MARQUETTE, MICHIGAN  
COUNTY OF MASON, MICHIGAN  
COUNTY OF MCCRACKEN COUNTY, KENTUCKY  
COUNTY OF MCLENNAN  
COUNTY OF MCMULLEN  
COUNTY OF MENDOCINO

COUNTY OF MERCED  
COUNTY OF MERRIMACK  
COUNTY OF MILAM  
COUNTY OF MITCHELL, TEXAS  
COUNTY OF MODOC  
COUNTY OF MOHAVE  
COUNTY OF MONO  
COUNTY OF MONROE  
COUNTY OF MONTEREY  
COUNTY OF MONTGOMERY  
COUNTY OF MONTMORENCY, MICHIGAN  
COUNTY OF MORA  
COUNTY OF MORRIS  
COUNTY OF MULTNOMAH  
COUNTY OF NACOGDOCHIES  
COUNTY OF NAPA, CALIFORNIA  
COUNTY OF NASSAU  
COUNTY OF NEVADA  
COUNTY OF NEWAYGO, MICHIGAN  
COUNTY OF NEWTON  
COUNTY OF NIAGARA  
COUNTY OF NOLAN, TEXAS  
COUNTY OF NUECES  
COUNTY OF OAKLAND  
COUNTY OF OCEANA, MICHIGAN  
COUNTY OF OCONEE  
COUNTY OF OGEMAW, MICHIGAN  
COUNTY OF ONEIDA, NY  
COUNTY OF ONONDAGA, NY  
COUNTY OF ONTARIO  
COUNTY OF ONTONAGON, MICHIGAN  
COUNTY OF ORANGE  
COUNTY OF ORANGEBURG  
COUNTY OF OSCEOLA  
COUNTY OF OSCEOLA, MICHIGAN  
COUNTY OF OSTEGO  
COUNTY OF OSTEGO, MICHIGAN  
COUNTY OF OSWEGO  
COUNTY OF PANOLA  
COUNTY OF PARKER  
COUNTY OF PICKENS  
COUNTY OF PLACER  
COUNTY OF PLUMAS  
COUNTY OF POLK, TEXAS  
COUNTY OF PORTAGE, OHIO  
COUNTY OF POTTER  
COUNTY OF PRESQUE ISLE, MICHIGAN  
COUNTY OF PUTNAM  
COUNTY OF RED RIVER  
COUNTY OF RENO  
COUNTY OF RENSSELAER  
COUNTY OF RIO ARRIBA  
COUNTY OF RIVERSIDE  
COUNTY OF ROBERTSON  
COUNTY OF ROOSEVELT  
COUNTY OF ROSCOMMON, MICHIGAN

COUNTY OF RUSK  
COUNTY OF SACRAMENTO  
COUNTY OF SAGINAW  
COUNTY OF SAN BERNARDINO  
COUNTY OF SAN DIEGO  
COUNTY OF SAN FRANCISCO  
COUNTY OF SAN JOAQUIN  
COUNTY OF SAN LUIS OBISPO, CALIFORNIA  
COUNTY OF SAN MATEO  
COUNTY OF SAN PATRICIO  
COUNTY OF SANILAC, MICHIGAN  
COUNTY OF SANTA BARBARA  
COUNTY OF SANTA CRUZ, CALIFORNIA  
COUNTY OF SARATOGA  
COUNTY OF SCHENECTADY  
COUNTY OF SCHOHARIE  
COUNTY OF SCHUYLER  
COUNTY OF SENECA  
COUNTY OF SHASTA  
COUNTY OF SHELBY  
COUNTY OF SHIAWASSEE, MICHIGAN  
COUNTY OF SISKIYOU  
COUNTY OF SMITH  
COUNTY OF SONOMA, CALIFORNIA  
COUNTY OF ST. CLAIR, MICHIGAN  
COUNTY OF ST. LAWRENCE  
COUNTY OF STEUBEN  
COUNTY OF SUFFOLK  
COUNTY OF SULLIVAN  
COUNTY OF SUMMIT, OHIO  
COUNTY OF SUTTER  
COUNTY OF TARRANT  
COUNTY OF TEHAMA  
COUNTY OF THROCKMORTON  
COUNTY OF TIoga  
COUNTY OF TITUS  
COUNTY OF TOMPKINS  
COUNTY OF TRAVIS  
COUNTY OF TRINITY  
COUNTY OF TRUMBULL  
COUNTY OF TUOLUMNE  
COUNTY OF TUSCARAWAS, OHIO  
COUNTY OF ULSTER  
COUNTY OF UNION  
COUNTY OF UPSHUR  
COUNTY OF VAN ZANDT  
COUNTY OF VOLUSIA, FLORIDA  
COUNTY OF WALLER  
COUNTY OF WARREN  
COUNTY OF WASHINGTON  
COUNTY OF WAYNE  
COUNTY OF WEBB  
COUNTY OF WESTCHESTER  
COUNTY OF WESTMORELAND  
COUNTY OF WEXFORD, MICHIGAN  
COUNTY OF WICHITA, TEXAS

COUNTY OF WILCOX, GEORGIA  
COUNTY OF WILLIAMSBURG  
COUNTY OF WOOD  
COUNTY OF WYOMING  
COUNTY OF YORK  
COUNTY OF YUBA  
COUNTY OF ZAVALA, TEXAS  
COVENTRY TOWNSHIP  
COW CREEK BAND OF UMPQUA TRIBE OF INDIANS  
COYOTE VALLEY BAND OF POMO INDIANS  
CRAVEN COUNTY  
CRAWFORD COUNTY  
CRAWFORD COUNTY BOARD OF COUNTY COMMISSIONERS  
CRISP COUNTY, GA  
CROCKETT COUNTY, TN  
CULLMAN COUNTY, ALABAMA  
CUMBERLAND COUNTY  
CUMBERLAND COUNTY, STATE OF MAINE  
CURRITUCK COUNTY  
DAGGETT COUNTY, UTAH  
DAKOTA COUNTY, MINNESOTA  
DALE COUNTY, ALABAMA  
DANE COUNTY, WISCONSIN  
DANIEL WILSON  
DARCY C. SHERMAN  
DARE COUNTY  
DARKE COUNTY BOARD OF COUNTY COMMISSIONERS  
DARREN AND ELENA FLANAGAN  
DAUPHIN COUNTY, PA  
DAVIDSON COUNTY  
DAVIE COUNTY  
DAVIS COUNTY  
DEBORAH GREEN-KUCHTA  
DEBRA DAWSEY  
DECATUR COUNTY, GEORGIA  
DEKALB COUNTY, ILLINOIS  
DELAWARE COUNTY  
DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS  
DELAWARE COUNTY, PENNSYLVANIA  
DENT COUNTY  
DERIC REES AND CEONDA REES  
DES MOINES COUNTY  
DESOTO FIRE PROTECTION DISTRICT NO. 8  
DETROIT WAYNE MENTAL HEALTH AUTHORITY  
DICKENSON COUNTY  
DODDRIDGE COUNTY COMMISSION  
DODGE COUNTY  
DODGE COUNTY HOSPITAL AUTHORITY  
DOOLY COUNTY, GEORGIA  
DOOR COUNTY  
DORA LAWRENCE  
DOUGHERTY COUNTY, GEORGIA  
DOUGLAS ANDERSON, SHERIFF OF AVOYELLES PARISH  
DOUGLAS COUNTY  
DOUGLAS COUNTY, MN  
DOUGLAS HERBERT III, SHERIFF OF ALLEN PARISH

DREW MEMORIAL HOSPITAL INC.  
DUNKLIN COUNTY  
DUNN COUNTY  
DUPAGE COUNTY, ILLINOIS  
DUPLIN COUNTY  
DUSCESNE COUNTY, UTAH  
DUSTY GATES, SHERIFF OF UNION PARISH  
EASTERN BAND OF CHEROKEE INDIANS  
EAU CLAIRE COUNTY  
ECHOLS COUNTY, GEORGIA  
ED PULLEKINS, THE SOLICITOR FOR BOSTON TOWNSHIP  
EDNA HOUSE FOR WOMEN, INC.  
EDRICK SOILEAU, SHERIFF OF EVANGELINE PARISH  
EDWARD GRACE  
EDWARDS COUNTY  
EFFINGHAM COUNTY  
EL CAMPO MEMORIAL HOSPITAL  
ELBERT COUNTY, GEORGIA  
ELI MEDINA  
ELLA LOUISE JOHNSON  
ELLEN F. ROSENBLUM, OREGON ATTORNEY GENERAL  
ELMORE COUNTY, IDAHO  
ELY SHOSHONE TRIBE OF NEVADA  
EMPLOYER-TEAMSTERS LOCAL NOS. 175 & 505 HEALTH & WELFARE FUND  
EMPLOYER-TEAMSTERS LOCAL NOS. 175 & 505 RETIREE HEALTH & WELFARE FUND  
ERIE COUNTY BOARD OF COUNTY COMMISSIONERS  
ERIN DOYLE  
ESCAMBIA COUNTY, FLORIDA  
ESSEX COUNTY, NEW JERSEY  
ESTATE OF BRUCE BROCKEL  
ESTILL COUNTY EMERGENCY MEDICAL SERVICES  
EVANS MEMORIAL HOSPITAL, INC.  
EWIIAAPAAPY BAND OF KUMEYAAY INDIANS  
F. KIRK HOPKINS  
FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS  
FAMILY HEALTH CARE CLINIC PSC  
FAMILY PRACTICE CLINIC OF BOONEVILLE, INC.  
FAYETTE COUNTY, ALABAMA  
FENTRESS COUNTY, TN  
FISCAL COURT OF ALLEN COUNTY  
FISCAL COURT OF ANDERSON COUNTY  
FISCAL COURT OF BELL COUNTY  
FISCAL COURT OF BOONE COUNTY  
FISCAL COURT OF BOYD COUNTY  
FISCAL COURT OF BOYLE COUNTY  
FISCAL COURT OF BULLITT COUNTY  
FLANDREAU SANTEE SIOUX TRIBE  
FLORENCE COUNTY  
FLOYD COUNTY  
FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA  
FOND DU LAC COUNTY  
FOREST COUNTY  
FOREST COUNTY POTAWATOMI COMMUNITY  
FORREST COUNTY, MISS.  
FRANKLIN COUNTY  
FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

FRANKLIN PARISH  
FREDERICK COUNTY, MARYLAND  
GALLATIN COUNTY  
GALLIA COUNTY BOARD OF COUNTY COMMISSIONERS  
GARRETT COUNTY, MARYLAND  
GARY GILLEY  
GASCONADE COUNTY, MISSOURI  
GASTON COUNTY  
GEAUGA COUNTY BOARD OF COUNTY COMMISSIONERS  
GENESEE COUNTY  
GEORGE COUNTY, MISSISSIPPI  
GILES COUNTY  
GLENN GOLDEN  
GLYNN COUNTY, GEORGIA  
GONZALES HEALTHCARE SYSTEMS  
GRADY COUNTY, GEORGIA  
GRAFTON COUNTY  
GRANT COUNTY  
GRANT COUNTY, NEW MEXICO  
GRAYSON COUNTY, VIRGINIA  
GREEN COUNTY  
GREEN LAKE COUNTY  
GREENBRIER COUNTY COMMISSION  
GREENE COUNTY  
GREENE COUNTY, ALABAMA  
GREENE COUNTY, NORTH CAROLINA  
GREENE COUNTY, PENNSYLVANIA  
GREENE COUNTY, TN  
GREENVILLE COUNTY  
GREENWOOD LEFLORE HOSPITAL  
GRETTA GOLDEN  
GUERNSEY COUNTY BOARD OF COUNTY COMMISSIONERS  
GUIDIVILLE RANCHERIA OF CALIFORNIA  
GULF COUNTY  
GURBIR S. GREWAL  
GWINNETT COUNTY, GEORGIA  
HABERSHAM COUNTY MEDICAL CENTER  
HABERSHAM COUNTY, GEORGIA  
HAL ALLRED, SHERIFF OF LAMAR COUNTY, ALABAMA  
HALE COUNTY, ALABAMA  
HALIFAX COUNTY  
HALL COUNTY, GEORGIA  
HAMILTON COUNTY  
HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS  
HAMILTON COUNTY, TN  
HANCOCK COUNTY BOARD OF COUNTY COMMISSIONERS  
HANCOCK COUNTY COMMISSION  
HANCOCK COUNTY, GEORGIA  
HANCOCK COUNTY, MISSISSIPPI  
HANCOCK COUNTY, TN  
HARDIN COUNTY  
HARDTNER MEDICAL CENTER  
HARRIS COUNTY  
HARRISON COUNTY  
HARRISON COUNTY BOARD OF COUNTY COMMISSIONERS  
HARRISON COUNTY COMMISSION

HARRISON COUNTY, MISSISSIPPI  
HARTFORD COUNTY, MARYLAND  
HASSELL COUNTY, TEXAS  
HAWKINS COUNTY, TN  
HAYWOOD COUNTY  
HAYWOOD COUNTY, TN  
HD MEDIA COMPANY, LLC  
HEALTH SERVICE DISTRICT OF KERSHAW COUNTY  
HEATHER ENDERS  
HECTOR BALDERAS, NEW MEXICO ATTORNEY GENERAL  
HENDERSON COUNTY, TN  
HENNEPIN COUNTY, MN  
HENRY COUNTY, ALABAMA  
HENRY COUNTY, GEORGIA  
HENRY COUNTY, ILLINOIS  
HENRY COUNTY, VIRGINIA  
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA  
HERBERT H. SLATERY III, TENNESSEE ATTORNEY GENERAL AND REPORTER  
HIGHLANDS HOSPITAL CORPORATION  
HIGHLANDS REGIONAL MEDICAL CENTER  
HILLSBOROUGH COUNTY  
HILLSBOROUGH COUNTY, NEW HAMPSHIRE  
HMO LOUISIANA INC.  
HOCKING COUNTY BOARD OF COUNTY COMMISSIONERS  
HOLMES COUNTY  
HOLMES COUNTY, MISSISSIPPI  
HOPLAND BAND OF POMO INDIANS  
HOSPITAL AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY, GEORGIA  
HOSPITAL AUTHORITY OF BAXLEY AND APPLING COUNTY  
HOSPITAL AUTHORITY OF BLECKLEY COUNTY  
HOSPITAL MENONITA CAGUAS, INC.  
HOSPITAL MENONITA GAUYAMA, INC.  
HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF LASALLE, STATE OF LOUISIANA  
HOUSTON COUNTY  
HOUSTON COUNTY, ALABAMA  
HOWARD COUNTY  
HOWARD COUNTY, INDIANA  
HUALAPAI TRIBE  
HUERFANO COUNTY  
HUMBOLDT COUNTY  
HUMPHREYS COUNTY, MISS.  
HUNTINGTON BEACH  
HURON COUNTY BOARD OF COUNTY COMMISSIONERS  
IBERIA PARISH  
IBERIA PARISH SCHOOL BOARD  
IBERVILLE PARISH COUNCIL, A LOUISIANA GOVERNMENTAL ENTITY  
IBEW LOCAL 38 HEALTH AND WELFARE FUND  
IBEW LOCAL 90 BENEFITS PLAN  
INDIAN HEALTH COUNCIL, INC.  
INDIANA COUNTY, PA  
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE  
INTERGOVERNMENTAL RISK MANAGEMENT AGENCY  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150  
IOWA COUNTY  
IQBAL AKHTER  
IREDELL COUNTY

IRON COUNTY  
IRON WORKERS DISTRICT COUNCIL OF PHILADELPHIA AND VICINITY, BENEFIT FUND  
IRVING B. SUGERMAN  
IRWIN COUNTY, GEORGIA  
ISLAND COUNTY  
ITASCA COUNTY, MINNESOTA  
ITAWAMBA COUNTY, MISS.  
IVY WOODS, SHERIFF OF JEFFERSON DAVIS PARISH  
J. PAUL JONES HOSPITAL  
JACK MULHALL CENTER FOR SOBER LIVING  
JACKSON COUNTY  
JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS  
JACKSON COUNTY, ALABAMA  
JACKSON COUNTY, GEORGIA  
JACKSON COUNTY, INDIANA  
JACKSON COUNTY, MISSOURI  
JACKSON PARISH POLICE JURY  
JANE DOE  
JANNA LOWRY  
JARED EFFLER  
JASON REYNOLDS  
JASPER COUNTY  
JASPER COUNTY, GEORGIA  
JAY BRODSKY  
JAY RUSSELL, SHERIFF OF OUACHITA PARISH  
JEAN LAFITTE TOWN  
JEFF DAVIS COUNTY, GA  
JEFFERSON COUNTY  
JEFFERSON COUNTY COMMISSION  
JEFFERSON COUNTY, AL  
JEFFERSON COUNTY, MISSISSIPPI  
JEFFERSON DAVIS COUNTY, MISS.  
JEFFERSON DAVIS PARISH POLICE JURY  
JEFFERSON PARISH HOSPITAL SERVICE NO. 1  
JEFFERSON PARISH HOSPITAL SERVICE NO. 2  
JEFFREY F. WILEY, SHERIFF OF ASCENSION PARISH  
JENNINGS COUNTY  
JERRY PHILLEY, SHERRIFF OF WEST CARROLL PARISH  
JERSEY COUNTY  
JODI SHAFFER  
JOHN CRAFT (VERNON PARISH)  
JOHN DOE  
JOHN E. BALANCE, SHERIFF FOR BIENVILLE PARISH  
JOHN POHLMANN, SHERIFF OF ST. BERNARD PARISH, LOUISIANA  
JOHN T. FOUNDATION  
JOHNSON COUNTY  
JOHNSON COUNTY, GEORGIA  
JOHNSON COUNTY, TN  
JONES COUNTY  
JONES COUNTY, GEORGIA  
JORDAN CHU  
JOSEPH P. LOPINTO, III, SHERRIFF OF JEFFERSON PARISH  
JOSHUA D. HAWLEY, MISSOURI ATTORNEY GENERAL  
JOSHUA H. STERN, NORTH CAROLINA ATTORNEY GENERAL  
JUSTIN MARKEY, THE LAW DIRECTOR FOR THE CITY OF NORTON  
K.I.S.S. FOUNDATION INC.

KANE COUNTY, ILLINOIS  
KANKAKEE CNTY  
KAUFMAN COUNTY  
KENAITZE INDIAN TRIBE  
KENDALL COUNTY, ILLINOIS  
KENNEBEC COUNTY, STATE OF MAINE  
KENOSHA COUNTY  
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES  
KENTUCKY RIVER DISTRICT HEALTH DEPARTMENT  
KERSHAW HEALTH  
KEVIN SCHWARTZ  
KEVIN WILK  
KIDS FIRST OF FLORIDA, INC.  
KIMBERLY BRAND  
KING COUNTY  
KITSAP COUNTY  
KITTITAS COUNTY  
KNOX COUNTY BOARD OF COUNTY COMMISSIONERS  
KODIAK AREA NATIVE ASSOCIATION  
KOI NATION OF NORTHERN CALIFORNIA  
KOOTENAI TRIBE OF IDAHO  
KRIS KOECHLEY  
LA CROSSE COUNTY  
LABORERS 17 HEALTH BENEFIT FUND  
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS  
LAC DU FLAMBEAU BAND OF CHIPPEWA INDIANS  
LAC VIEUX DESERT BAND OF LAKE SUPERIOR CHIPPEWA INDIANS  
LACKAWANNA COUNTY, PENNSYLVANIA  
LAFAYETTE COUNTY  
LAFAYETTE GENERAL HEALTH SYSTEM, INC.  
LAKE COUNTY  
LAKEVIEW CENTER, INC.  
LAMAR COUNTY, ALABAMA  
LANGLADE COUNTY  
LANIER COUNTY, GEORGIA  
LANTERN  
LAPORTE COUNTY  
LAS ANIMAS COUNTY  
LASALLE PARISH  
LATAH COUNTY, IDAHO  
LAUDERDALE COUNTY, TN  
LAURENS COUNTY, GEORGIA  
LAWRENCE COUNTY  
LAWRENCE COUNTY BOARD OF COUNTY COMMISSIONERS  
LAWRENCE COUNTY, ALABAMA  
LAWRENCE COUNTY, MISS.  
LAWRENCE COUNTY, PENNSYLVANIA  
LEE COUNTY  
LEE COUNTY, GEORGIA  
LEE COUNTY, MISSISSIPPI  
LEHIGH COUNTY, PA  
LENOIR COUNTY  
LEON COUNTY, FLORIDA  
LESLIE RUTLEDGE  
LEVY COUNTY  
LEWIS COUNTY COMMISSION

LEWIS COUNTY, MISSOURI  
LEWIS COUNTY, WASHINGTON  
LEXINGTON, TN  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LIA HOUSE  
LICKING COUNTY BOARD OF COUNTY COMMISSIONERS  
LIMESTONE COUNTY, ALABAMA  
LINCOLN COUNTY  
LINCOLN COUNTY, GEORGIA  
LINCOLN COUNTY, MISSISSIPPI  
LISA MILLER, THE DIRECTOR OF LAW FOR THE CITY OF BARBERTON  
LIVINGSTON COUNTY  
LIVINGSTON COUNTY, MISSOURI  
LOGAN COUNTY BOARD OF COUNTY COMMISSIONERS  
LORI SWANSON, MINNESOTA ATTORNEY GENERAL  
LOU SARDELLA  
LOUIS M. ACKAL, SHERIFF OF IBERIA PARISH, LOUISIANA  
LOUISIANA ASSESSORS' INSURANCE FUND  
LOUISIANA DEPT. OF HEALTH  
LOUISIANA HEALTH SERVICE & INDEMNITY COMPANY  
LOUISVILLE/JEFFERSON COUNTY GOVERNMENT  
LOWER SIOUX INDIAN COMMUNITY IN THE STATE OF MINNESOTA  
LOWNDES COUNTY, ALABAMA  
LOWNDES COUNTY, GEORGIA  
LUCAS COUNTY CHILDREN SERVICES BOARD OF TRUSTEES  
LUTHERAN SERVICES FLORIDA INC.  
LUZERNE COUNTY, PA  
LYON COUNTY  
MACKENZIE PAIGE HAYS  
MACON COUNTY, GEORGIA  
MACON COUNTY, ILLINOIS  
MACOUPIN COUNTY, ILLINOIS  
MADISON COUNTY  
MADISON COUNTY, ALABAMA  
MADISON COUNTY, GEORGIA  
MADISON COUNTY, TN  
MAHONING TOWNSHIP  
MANATEE COUNTY, FLORIDA  
MANCHESTER BAND OF POMO INDIANS OF THE MANCHESTER RANCHERIA  
MANITOWOC COUNTY  
MAO-MSO RECOVERY II, LLC  
MARATHON COUNTY  
MARENGO COUNTY, ALABAMA  
MARIES COUNTY, MISSOURI  
MARINETTE COUNTY  
MARION COUNTY  
MARION COUNTY BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY COMMISSION  
MARION COUNTY, MISS.  
MARION REGIONAL MEDICAL CENTER, INC.  
MARK BRNOVICH ARIZONA ATTORNEY GENERAL  
MARK GARBER, SHERIFF OF LAFAYETTE PARISH  
MARK R. HERRING VA ATTORNEY GENERAL  
MARKETING SERVICES OF INDIANA, INC.  
MARLIN N. GUSMAN, SHERIFF OF ORLEANS PARISH  
MARQUETTE COUNTY

MARSHAL M. PITCHFORD, THE LAW DIRECTOR FOR THE CITY OF MOGADORE  
MARSHAL PITCHFORD  
MARSHALL COUNTY COMMISSION  
MARSHALL COUNTY, AL  
MARSHALL COUNTY, MISS.  
MARTIN COUNTY, NC  
MARTY J. JACKLEY, SOUTH DAKOTA ATTORNEY GENERAL  
MASMOUD BAMDAD, M.D., O.B.O. STATE OF CA  
MASSAC COUNTY  
MAVERICK COUNTY, TEXAS  
MAXWELL A. NEWMAN AND CAROLINE S. NEWMAN  
MAYOR & CITY COUNCIL OF BALTIMORE  
MAYOR CHRIS TATUM ON BEHALF OF THE VILLAGE OF BARBOURSVILLE  
MAYOR DAVID ADKINS, O.B.O. THE TOWN OF HAMLIN  
MAYOR DON E. MCCOURT, ON BEHALF OF THE TOWN OF ADDISON  
MAYOR FARRIS BURTON, O.B.O. THE TOWN OF WEST HAMLIN  
MCDOWELL COUNTY, NC  
MCDUFFIE COUNTY, GEORGIA  
MCHENRY COUNTY, ILLINOIS  
MECKLENBURG COUNTY  
MEDICAL MUTUAL OF OHIO  
MEGAN RABER, THE DIRECTOR OF LAW FOR THE CITY OF TALLMADGE  
MEIGS COUNTY, OHIO  
MELISSA AMBROSIO  
MEMORIAL HEALTHCARE SYSTEM INC.  
MENNONTIE GENERAL HOSPITAL, INC.  
MENOMINEE COUNTY  
MENTAL HEALTH & RECOVERY SERVICES BOARD OF ALLEN, AUGLAIZE AND HARDIN COUNTIES  
MENTAL HEALTH & RECOVERY SERVICES BOARD OF LUCAS COUNTY  
MERCER COUNTY  
MERCER COUNTY BOARD OF COUNTY COMMISSIONERS  
MERCY HOUSE TEEN CHALLENGE  
METROHEALTH SYSTEM  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
MIAMI-DADE COUNTY, FLORIDA  
MICCOSUKEE TRIBE OF INDIANS OF FLORIDA  
MICHAEL CHRISTY  
MICHAEL ESPINOSA  
MICHAEL KLODZINSKI  
MICHAEL KONIG  
MICHAEL LOPEZ  
MICHAEL MASIOWSKI, M.D.  
MICHAEL RAY LEWIS  
MICHAEL TUBBS, SHERIFF OF MOREHOUSE PARISH  
MIDWEST OPERATING ENGINEERS HEALTH AND WELFARE FUND  
MIKE DEWINE, OHIO ATTORNEY GENERAL  
MIKE HALE, IN HIS CAPACITY AS SHERIFF OF JEFFERSON COUNTY, ALABAMA  
MIKE HUNTER, OKLAHOMA ATTORNEY GENERAL  
MIKE STONE, SHERIFF FOR LINCOLN PARISH  
MILLS COUNTY  
MILWAUKEE COUNTY, WISCONSIN  
MINIDOKA COUNTY, IDAHO  
MINISTER DAVID BREWTON  
MINUTE MEN SELECT, INC.  
MINUTE MEN, INC.  
MISSOULA COUNTY

MOBILE COUNTY EMERGENCY MEDICAL SERVICES RESCUE SQUAD, INC.  
MOBILE COUNTY, ALABAMA  
MONITEAU COUNTY, MISSOURI  
MONMOUTH COUNTY  
MONONGALIA COUNTY COMMISSION  
MONROE COUNTY  
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, GEORGIA  
MONROE COUNTY, MISSISSIPPI  
MONTGOMERY COUNTY  
MONTGOMERY COUNTY, AL  
MONTGOMERY COUNTY, KANSAS  
MONTGOMERY COUNTY, MARYLAND  
MONTGOMERY COUNTY, MISSOURI  
MONTGOMERY COUNTY, TN  
MOORE COUNTY  
MORGAN CITY  
MORGAN COUNTY  
MORGAN COUNTY COMMISSION  
MORGAN COUNTY, ALABAMA  
MORGAN COUNTY, TN  
MORRISON COUNTY, MN  
MORROW COUNTY BOARD OF COUNTY COMMISSIONERS  
MOWER COUNTY, MN  
MSI CORPORATION  
MSP RECOVERY CLAIMS SERIES LLC  
MSP RECOVERY CLAIMS, SERVICES LLC  
MSPA CLAIMS 1, LLC  
MUNICIPALITY OF CANOVANAS, PUERTO RICO  
MUNICIPALITY OF GUAYAMA, PUERTO RICO  
MUNICIPALITY OF GUAYANILLA, PUERTO RICO  
MUNICIPALITY OF JUNCOS, PUERTO RICO  
MUNICIPALITY OF LOIZA, PUERTO RICO  
MUNICIPALITY OF RIO GRANDE, PUERTO RICO  
MUNICIPALITY OF SABANA GRANDE, PUERTO RICO  
MUNICIPALITY OF VEGA ALTA, PUERTO RICO  
MUNICIPALITY OF YABUCOA, PUERTO RICO  
MUSKEGON COUNTY, MICHIGAN  
MUSKINGUM COUNTY BOARD OF COUNTY COMMISSIONERS  
NADJA STREITER  
NATIONAL ROOFERS UNION & EMPLOYERS JOINT HEALTH & WELFARE FUND  
NATIVE VILLAGE OF AFOGNAK  
NATIVE VILLAGE OF PORT HEIDEN  
NESHOBIA COUNTY, MISSISSIPPI  
NEW HANOVER COUNTY  
NEW ORLEANS MISSION, INC.  
NEWMAN'S MEDICAL SERVICES, INC.  
NEWTON COUNTY, GEORGIA  
NEZ PIERCE TRIBE  
NICHOLAS A. PADRON  
NOBLE COUNTY, OHIO  
NODAWAY COUNTY, MISSOURI  
NORTH CADDO HOSPITAL SERVICE DISTRICT  
NORTH CADDO MEDICAL CENTER  
NORTH MISSISSIPPI MEDICAL CENTER INC.  
NORTHAMPTON COUNTY

NORTHEAST CARPENTERS FUNDS  
NORTHERN ARAPAHO TRIBE  
NORTHERN CHEYENNE TRIBE  
NORTHWEST ARIZONA EMPLOYEE BENEFIT TRUST  
NORTON SOUND HEALTH CORPORATION  
NUCES COUNTY HOSPITAL DISTRICT  
NYE COUNTY, NEVADA  
OCHILTREE COUNTY HOSPITAL DISTRICT  
OCONEE COUNTY, GA  
OCONTO COUNTY  
ODYSSEY HOUSE LOUISIANA, INC.  
OGLALA LAKOTA SIOUX TRIBE  
OGLETHORPE COUNTY, GEORGIA  
OHIO CARPENTERS HEALTH FUND  
OHIO CONFERENCE OF TEAMSTERS & INDUSTRY HEALTH & WELFARE FUND  
OHIO COUNTY COMMISSION  
ONEIDA COUNTY  
ONEIDA NATION  
ONSLOW COUNTY  
OPELOUSAS GENERAL HEALTH SYSTEM  
OPELOUSAS GENERAL HOSPITAL AUTHORITY  
ORANGE COUNTY  
ORLAND FIRE PROTECTION DISTRICT  
ORLEANS PARISH HOSPITAL SERVICE DISTRICT - DISTRICT A  
OSAGE COUNTY, MISSOURI  
OTERO COUNTY  
OTTAWA COUNTY BOARD OF COUNTY COMMISSIONERS  
OUR LADY OF BELLEVILLE  
OVERTON COUNTY, TN  
OWYHEE COUNTY, IDAHO  
OZARK COUNTY, MISSOURI  
PAGE COUNTY  
PAIUTE-SHOSHONE TRIBE OF THE FALLON RESERVATION AND COLONY  
PALA BAND OF MISSION INDIANS  
PALM BEACH COUNTY  
PAMELA OSBORNE  
PAMLICO COUNTY  
PANAMA CITY, FLORIDA  
PANOLA COUNTY, MISSISSIPPI  
PARISH OF DESOTO  
PASCO COUNTY  
PASQUITANK COUNTY  
PASSAMAQUODDY TRIBE-INDIAN TOWNSHIP  
PASSAMAQUODDY TRIBE-PLEASANT POINT  
PAYETTE COUNTY, IDAHO  
PEACH COUNTY, GEORGIA  
PENOBCOT COUNTY  
PEOPLE OF CALIFORNIA  
PERRY COUNTY  
PERRY COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY COUNTY, MISSISSIPPI  
PERSON COUNTY  
PETER F. KILMARTIN, RHODE ISLAND ATTORNEY GENERAL  
PETER K. MICHAEL, WYOMING ATTORNEY GENERAL  
PHELPS COUNTY, MISSOURI  
PHENIX CITY, ALABAMA

PHILADELPHIA FEDERATION OF TEACHERS HEALTH AND WELFARE FUND  
PIATT COUNTY, ILLINOIS  
PICKENS COUNTY  
PICKETT COUNTY, TN  
PIERCE COUNTY  
PIERCE COUNTY, GEORGIA  
PIKE COUNTY BOARD OF COUNTY COMMISSIONERS  
PIKE COUNTY, ALABAMA  
PIMA COUNTY, ARIZONA  
PINELLAS COUNTY, FLORIDA  
PIONEER TELEPHONE COOPERATIVE, INC.  
PIONEER TELEPHONE COOPERATIVE, INC. EMPLOYEE BENEFITS PLAN  
PIPE FITTERS LOCAL UNION NO. 120 INSURANCE FUND  
PITT COUNTY  
PITTSYLVANIA COUNTY  
PLAINS TOWNSHIP, PENNSYLVANIA  
PLEASANTS COUNTY COMMISSION  
PLUMBERS LOCAL UNION NO. 1 WELFARE FUND  
POCAHONTAS COUNTY COMMISSION  
POINTE COUPEE PARISH HEALTH SERVICES DISTRICT NUMBER 1  
POLICE JURY OF THE PARISH OF POINTE COUPEE, LOUISIANA  
POLK COUNTY  
POLK COUNTY, FLORIDA  
POLK COUNTY, GEORGIA  
PONCA TRIBE OF INDIANS OF OKLAHOMA  
PONCA TRIBE OF NEBRASKA  
PONTONOC HEALTH SERVICES, INC.  
PORT GAMBLE S'KLALLAM TRIBE, SUQUAMISH TRIBE, AND JAMESTOWN S'KLALLAM TRIBE  
PORTER COUNTY  
POTTER VALLEY TRIBE  
PRAIRIE ISLAND INDIAN COMMUNITY  
PRARIE ISLAND INDIAN COMMUNITY  
PRENTISS COUNTY, MISSISSIPPI  
PRESIDENT WILLIAM K. "BULL" FONTENOT JR.  
PRICE COUNTY  
PRIMARY PURPOSE CENTER INC.  
PRINCE GEORGE'S COUNTY, MARYLAND  
PUEBLO COUNTY  
PULASKI COUNTY  
PULASKI COUNTY, MISSOURI  
PULASKI COUNTY, VIRGINIA  
QUINAULT INDIAN NATION  
R.D. BURNS  
RACHEL WOOD  
RAMSEY COUNTY, MN  
RANDOLPH COUNTY  
RANDOLPH COUNTY COMMISSION  
RANDY SEAL, SHERIFF OF WASHINGTON PARISH  
RANDY SMITH, SHERIFF OF ST. TAMMANY PARISH, LOUISIANA  
RED CLIFF BAND OF LAKE SUPERIOR CHIPPEWA INDIANS  
RED LAKE CHIPPEWA BAND OF CHIPPEWA INDIANS  
RED RIVER FIRE PROTECTION DISTRICT  
RED RIVER PARISH  
REDWOOD VALLEY OR LITTLE RIVER BAND OF POMO INDIANS OF THE REDWOOD VALLEY  
RANCHERIA  
REGINA HAPGOOD

RENO-SPARKS INDIAN COLONY  
RESIGHINI RANCHERIA  
REYNOLDS COUNTY, MISSOURI  
RHONDA BELCHER  
RICHARD COELHO  
RICHLAND COUNTY CHILDREN'S SERVICES  
RICHLAND PARISH  
RICHMOND COUNTY, NORTH CAROLINA  
RINCON BAND OF LUISENO INDIANS  
RIPLEY COUNTY  
RIPLEY COUNTY, MISSOURI  
RISK MANAGEMENT, INC.  
RITCHIE COUNTY COMMISSION  
RIVERSIDE-SAN BERNADINO COUNTY INDIAN HEALTH, INC.  
ROBERT E. MANCHESTER  
ROBERT NORRIS BLACK, EUREKA CITY ATTORNEY  
ROBESON COUNTY  
ROBINSON RANCHERIA  
ROCK COUNTY  
ROCKDALE COUNTY, GEORGIA  
ROCKINGHAM COUNTY  
RODNEY INGLE, SHERIFF OF FAYETTE COUNTY, ALABAMA  
RONALD D. STRACENER  
RONALD RICHARDSON, SHERIFF OF SABINE PARISH  
ROSARY HALL  
ROSEBUD SIOUX TRIBE  
ROSS COUNTY BOARD OF COUNTY COMMISSIONERS  
ROUND VALLEY INDIAN HEALTH CENTER INC.  
ROUND VALLEY INDIAN TRIBES  
ROWAN COUNTY  
ROXIE WHITLEY  
RUSH HEALTH SYSTEMS, INC.  
RUSK COUNTY  
RUSS BALTHIS, THE LAW DIRECTOR FOR THE CITY OF CUYAHOGA FALLS  
RUSSELL COUNTY, VIRGINIA  
RUTHERFORD COUNTY  
RUTHERFORD COUNTY, TN  
SAGADAHOC COUNTY  
SAINT ELIZABETH MEDICAL CENTER, INC.  
SAINT REGIS MOHAWK TRIBE  
SALINE COUNTY  
SALT LAKE COUNTY  
SAN FRANCISCO CITY ATTORNEY DENNIS J. HERRERA  
SAN JUAN COUNTY  
SANDUSKY COUNTY BOARD OF COMMISSIONERS  
SANTA ROSA COUNTY  
SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT  
SARPY COUNTY, NEBRASKA, A MUNICIPAL CORPORATION  
SAUK COUNTY  
SAWYER COUNTY  
SCHLEY COUNTY, GEORGIA  
SCHUYLER COUNTY,  
SCHUYLKILL COUNTY, PA.  
SCIOTO COUNTY BOARD OF COUNTY COMMISSIONERS  
SCOTT ANSLUM, SHERIFF OF ST. MARY PARISH  
SCOTT COUNTY BOARD OF SUPERVISORS

SCOTT COUNTY INDIANA  
SCOTT COUNTY, TN  
SCOTT ELLINGTON  
SCOTTS VALLEY BAND OF POMO INDIANS  
SEATTLE INDIAN HEALTH BOARD  
SEDWICK COUNTY BOARD OF COUNTY COMMISSIONERS  
SENECA COUNTY BOARD OF COUNTY COMMISSIONERS  
SENECA NATION OF INDIANS  
SHAKOPEE MDEWAKANTON SIOUX COMMUNITY  
SHANNON HUNT  
SHARKEY-ISSAQUENA COMMUNITY HOSPITAL  
SHAWANO COUNTY  
SHEBOYGAN COUNTY  
SHEET METAL WORKERS LOCAL NO. 25 HEALTH AND WELFARE FUND  
SHELBY COUNTY  
SHELBY COUNTY BOARD OF COUNTY COMMISSIONERS  
SHELBY COUNTY, ALABAMA  
SHELBY COUNTY, MISSOURI  
SHINNECOCK INDIAN NATION  
SID J. GAUTREAUX III, PARISH OF EAST BATON ROUGE  
SISSETON-WAHPETON OYATE  
SKAGIT COUNTY  
SMITH COUNTY, TN  
SMYTH COUNTY, VIRGINIA  
SNOHOMISH COUNTY, A WASHINGTON MUNICIPAL CORPORATION  
SOMERSET COUNTY  
SOUTH CENTRAL REGIONAL MEDICAL CENTER  
SOUTH CENTRAL UFCW UNIONS AND EMPLOYERS HEALTH & WELFARE TRUST  
SOUTH FORK BAND OF THE TE-MOAK TRIBE OF WESTERN SHOSHONE INDIANS  
SOUTHCENTRAL FOUNDATION  
SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM  
SOUTHEAST FLORIDA BEHAVIORAL HEALTH NETWORK INC  
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY  
SOUTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER  
SPARTANBURG COUNTY  
SPIRIT LAKE TRIBE  
SPOKANE COUNTY  
SPRINGFIELD TOWNSHIP  
SQUAXIN ISLAND TRIBE  
ST. BERNARD PARISH GOVERNMENT  
ST. CHARLES COUNTY, MISSOURI  
ST. CLAIR COUNTY, ALABAMA  
ST. CLAIRE MEDICAL CENTER, INC.  
ST. CROIX CHIPPEWA INDIANS OF WISCONSIN  
ST. CROIX COUNTY  
ST. ELIZABETH HEALTHCARE  
ST. JAMES PARISH  
ST. JOHN THE BAPTIST PARISH  
ST. JOSEPH COUNTY  
ST. LANDRY PARISH, LOUISIANA  
ST. LOUIS COUNTY  
ST. LOUIS COUNTY, MN  
ST. MARTIN PARISH  
ST. MARY PARISH  
ST. MARY PARISH SCHOOL BOARD  
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 1

ST. TAMMANY FIRE PROTECTION DISTRICT NO. 12  
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 13  
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 2  
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 3  
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 4  
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 5  
ST. TAMMANY PARISH CORONER'S OFFICE AND DR. CHARLES PRESTON  
ST. TAMMANY PARISH GOVERNMENT  
ST. VINCENT CHARITY MEDICAL CENTER  
STANDING ROCK SIOUX TRIBE  
STARK COUNTY, OHIO BOARD OF COUNTY COMMISSIONERS  
STARKE COUNTY, INDIANA  
STATE OF ALABAMA  
STATE OF ALASKA  
STATE OF ARIZONA  
STATE OF ARKANSAS  
STATE OF CALIFORNIA  
STATE OF CONNECTICUT  
STATE OF DELAWARE, EX REL. MATTHEW P. DENN  
STATE OF FLORIDA  
STATE OF GEORGIA  
STATE OF ILLINOIS  
STATE OF ILLINOIS AND ST. CLAIR COUNTY, ILLINOIS  
STATE OF INDIANA  
STATE OF LOUISIANA  
STATE OF MINNESOTA  
STATE OF MISSISSIPPI  
STATE OF MISSOURI  
STATE OF MONTANA  
STATE OF NEVADA  
STATE OF NEW HAMPSHIRE  
STATE OF NEW MEXICO  
STATE OF NEW YORK  
STATE OF NORTH CAROLINA  
STATE OF NORTH DAKOTA  
STATE OF OHIO  
STATE OF OKLAHOMA  
STATE OF OREGON  
STATE OF PENNSYLVANIA  
STATE OF RHODE ISLAND  
STATE OF SOUTH CAROLINA  
STATE OF SOUTH DAKOTA  
STATE OF TENNESSEE  
STATE OF TEXAS  
STATE OF UTAH  
STATE OF VERMONT  
STATE OF WASHINGTON  
STATE OF WYOMING  
STE. GENEVIEVE COUNTY  
STEPHANIE SCHWARTZ  
STEPHENS COUNTY  
STOCKBRIDGE-MUNSEE COMMUNITY  
STOKES COUNTY  
STONE COUNTY  
STONE COUNTY, MISSISSIPPI  
STRAFFORD COUNTY

SULLIVAN COUNTY  
SUMMIT COUNTY PUBLIC HEALTH  
SUMMIT COUNTY, UTAH  
SUMNER COUNTY, TN  
SUMTER COUNTY, ALABAMA  
SUMTER COUNTY, GEORGIA  
SUNFLOWER COUNTY, MISS  
SURRY COUNTY  
SWEETWATER COUNTY  
SWINOMISH TRIBE  
TALBOT COUNTY, MARYLAND  
TALIAFERRO COUNTY, GEORGIA  
TALLADEGA COUNTY, ALABAMA  
TALLAHATCHIE COUNTY, MISS.  
TALLAPOOSA COUNTY, AL  
TAMA COUNTY  
TANANA CHIEFS CONFERENCE  
TANEY COUNTY  
TATE COUNTY, MISSISSIPPI  
TATTNALL COUNTY, GEORGIA  
TAYLOR COUNTY  
TAYLOR REGIONAL HOSPITAL  
TAZEWELL COUNTY, VIRGINIA  
TEAMSTERS HEALTH SERVICE AND INSURANCE PLAN LOCAL 404  
TEAMSTERS LOCAL 237 RETIREES' BENEFIT FUND AND TEAMSTERS LOCAL 237 WELFARE FUND  
TEAMSTERS LOCAL 493 HEALTH SERVICE & INSURANCE FUND  
TEAMSTERS LOCAL 671 HEALTH SERVICE & INSURANCE FUND  
TEAMSTERS LOCAL 677 HEALTH SERVICE & INSURANCE FUND  
TEAMSTERS LOCAL NO. 348 HEALTH & WELFARE FUND  
TEAMSTERS UNION LOCAL NO. 52 HEALTH & WELFARE FUND  
TEXAS COUNTY  
TEXAS OFFICE OF THE ATTORNEY GENERAL  
THE ARIZONA SCHOOL ALLIANCE FOR WORKERS' COMPENSATION, INC.  
THE BEAR RIVER BAND OF ROHNERVILLE RANCHERIA  
THE BLACKFEET TRIBE OF THE BLACKFEET INDIAN RESERVATION  
THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN  
THE BOARD OF COMMISSIONERS OF THE COUNTY OF FRANKLIN  
THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OKLAHOMA  
THE BOARD OF COUNTY COMMISSIONERS OF GARVIN COUNTY, STATE OF OKLAHOMA  
THE BOARD OF COUNTY COMMISSIONERS OF MCCLAIN COUNTY, STATE OF OKLAHOMA  
THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, STATE OF OKLAHOMA  
THE BOARD OF COUNTY COMMISSIONERS OF OTTAWA COUNTY, STATE OF OKLAHOMA  
THE BOARD OF COUNTY COMMISSIONERS OF PAWNEE COUNTY, STATE OF OKLAHOMA  
THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, STATE OF OKLAHOMA  
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF JEFFERSON  
THE BOROUGH OF RIDGEFIELD  
THE BOSTON HOUSING AUTHORITY  
THE BOSTON PUBLIC HEALTH COMMISSION  
THE CANDLER COUNTY HOSPITAL AUTHORITY  
THE CHEROKEE NATION  
THE CITY OF NEW FRANKLIN  
THE COMMONWEALTH OF PA BY JAMES MARTIN  
THE COMMONWEALTH OF PUERTO RICO  
THE COUNTY COMMISSION OF BARBOUR COUNTY  
THE COUNTY COMMISSION OF MASON COUNTY  
THE COUNTY COMMISSION OF MINGO COUNTY

THE COUNTY COMMISSION OF PUTNAM COUNTY  
THE COUNTY COMMISSION OF TAYLOR COUNTY  
THE COUNTY COMMISSION OF WEBSTER COUNTY  
THE FISCAL COURT OF BOURBON COUNTY  
THE FISCAL COURT OF BRACKEN COUNTY  
THE FISCAL COURT OF BRECKINRIDGE COUNTY  
THE FISCAL COURT OF CAMPBELL COUNTY  
THE FISCAL COURT OF CARLISLE COUNTY  
THE FISCAL COURT OF CARTER COUNTY  
THE FISCAL COURT OF CHRISTIAN COUNTY  
THE FISCAL COURT OF CLARK COUNTY  
THE FISCAL COURT OF CLAY COUNTY  
THE FISCAL COURT OF CUMBERLAND COUNTY  
THE FISCAL COURT OF ELLIOTT COUNTY  
THE FISCAL COURT OF ESTILL COUNTY  
THE FISCAL COURT OF FLEMING COUNTY  
THE FISCAL COURT OF FRANKLIN COUNTY  
THE FISCAL COURT OF GARRARD COUNTY  
THE FISCAL COURT OF GREEN COUNTY  
THE FISCAL COURT OF GREENUP COUNTY  
THE FISCAL COURT OF HARDIN COUNTY  
THE FISCAL COURT OF HARLAN COUNTY  
THE FISCAL COURT OF HENDERSON COUNTY  
THE FISCAL COURT OF HENRY COUNTY  
THE FISCAL COURT OF HOPKINS COUNTY  
THE FISCAL COURT OF JESSAMINE COUNTY  
THE FISCAL COURT OF KENTON COUNTY  
THE FISCAL COURT OF KNOX COUNTY  
THE FISCAL COURT OF LAUREL COUNTY  
THE FISCAL COURT OF LEE COUNTY, KENTUCKY  
THE FISCAL COURT OF LESLIE COUNTY  
THE FISCAL COURT OF LETCHER COUNTY  
THE FISCAL COURT OF LINCOLN COUNTY  
THE FISCAL COURT OF MADISON COUNTY  
THE FISCAL COURT OF MARSHALL COUNTY  
THE FISCAL COURT OF MARTIN COUNTY  
THE FISCAL COURT OF MEADE COUNTY  
THE FISCAL COURT OF MONTGOMERY COUNTY  
THE FISCAL COURT OF NICHOLAS COUNTY  
THE FISCAL COURT OF OLDHAM COUNTY  
THE FISCAL COURT OF OWEN COUNTY  
THE FISCAL COURT OF OWSLEY COUNTY  
THE FISCAL COURT OF PENDLETON COUNTY  
THE FISCAL COURT OF PERRY COUNTY  
THE FISCAL COURT OF POWELL COUNTY  
THE FISCAL COURT OF PULASKI COUNTY  
THE FISCAL COURT OF ROWAN COUNTY  
THE FISCAL COURT OF SCOTT COUNTY  
THE FISCAL COURT OF SHELBY COUNTY  
THE FISCAL COURT OF SPENCER COUNTY  
THE FISCAL COURT OF UNION COUNTY  
THE FISCAL COURT OF WAYNE COUNTY  
THE FISCAL COURT OF WHITLEY  
THE FISCAL COURT OF WOLFE COUNTY, KENTUCKY  
THE FISCAL COURT OF WOODFORD  
THE GILMER COUNTY COMMISSION

THE HOOPAH VALLEY TRIBE  
THE INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE FUND  
THE KERSHAW COUNTY HOSPITAL BOARD  
THE LEECH LAKE BAND OF OJIBWE  
THE LUMMI TRIBE OF THE LUMMI RESERVATION  
THE MAKAH INDIAN TRIBE, A FEDERALLY RECOGNIZED INDIAN TRIBE  
THE MARSHALL COUNTY HEALTH CARE AUTHORITY  
THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH  
THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, MARYLAND  
THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND  
THE MEDICAL CENTER AT ALBANY  
THE MEDICAL CENTER AT BOWLING GREEN  
THE MEDICAL CENTER AT CAVERNA  
THE MEDICAL CENTER AT CLINTON COUNTY, INC.  
THE MEDICAL CENTER AT FRANKLIN, INC.  
THE MEDICAL CENTER AT SCOTTSVILLE  
THE MENOMINEE INDIAN TRIBE OF WISCONSIN  
THE MONTGOMERY COUNTY BOARD OF COUNTY COMMISSIONERS  
THE MUSCOGEE (CREEK) NATION  
THE NAVAJO NATION  
THE NISQUALLY INDIAN TRIBE  
THE PARISH OF JEFFERSON  
THE PASSAMAQUODDY TRIBE-INDIAN TOWNSHIP  
THE PASSAMAQUODDY TRIBE-PLEASANT POINT  
THE STATE OF COLORADO EX REL. CYNTHIA H. COFFMAN, ATTORNEY GENERAL  
THE TOWN OF WEBSTER SPRINGS  
THE TRUSTEES OF THE UNITE HERE LOCAL 634 HEALTH & WELFARE FUND  
THE UNIFIED GOVERNMENT OF MACON BIBB COUNTY GEORGIA  
THE VILLAGE OF BEDFORD PARK  
THE VILLAGE OF BOSTON HEIGHTS  
THE VILLAGE OF CLINTON  
THE VILLAGE OF EVERGREEN PARK  
THE VILLAGE OF LAKEMORE  
THE VILLAGE OF LYONS  
THE VILLAGE OF MOGADORE  
THE VILLAGE OF PENINSULA  
THE VILLAGE OF RICHFIELD  
THE VILLAGE OF SILVER LAKE  
THE VILLAGE OF SUMMIT  
THURSTON COUNTY  
TIPPAH COUNTY, MISS.  
TIPPECANOE COUNTY, INDIANA  
TISHOMINGO HEALTH SERVICES  
TOM KOSTOFF, THE LAW DIRECTOR FOR THE CITY OF MUNROE FALLS  
TONY MANCUSO, SHERIFF OF CALCASIEU PARISH  
TOOELE COUNTY, UTAH  
TOOMBS COUNTY, GEORGIA  
TORRES MARTINEZ DESERT CAHUILLA INDIANS  
TOWN OF ACQUINNAH  
TOWN OF ACUSHNET, MASSACHUSETTS  
TOWN OF AGAWAM  
TOWN OF AMESBURY  
TOWN OF AMHERST  
TOWN OF ATHOL, MASSACHUSETTS  
TOWN OF AUBURN  
TOWN OF BALDWIN

TOWN OF BARNSTABLE  
TOWN OF BARRINGTON  
TOWN OF BELCHERTOWN  
TOWN OF BERLIN  
TOWN OF BERWICK  
TOWN OF BETHLEHEM  
TOWN OF BILLERICA  
TOWN OF BREWSTER  
TOWN OF BRIDGEWATER  
TOWN OF BRISTOL  
TOWN OF BROOKLINE, MASSACHUSETTS  
TOWN OF BROWNSTOWN, INDIANA  
TOWN OF BURRILLVILLE  
TOWN OF BUTLER, AL  
TOWN OF CALEDONIA, MISSISSIPPI  
TOWN OF CANTON  
TOWN OF CARVER  
TOWN OF CHANDLER, INDIANA  
TOWN OF CHARLESTOWN, RI  
TOWN OF CHARLTON  
TOWN OF CHEEKTOWAGA  
TOWN OF CHELMSFORD  
TOWN OF CHEROKEE, ALABAMA  
TOWN OF CLARKSBURG  
TOWN OF CLENDENIN, WEST VIRGINIA  
TOWN OF COVENTRY  
TOWN OF COVENTRY, RI  
TOWN OF CUMBERLAND, RI  
TOWN OF DANVERS  
TOWN OF DANVILLE, INDIANA  
TOWN OF DEDHAM, MASSACHUSETTS  
TOWN OF DENNIS, MASSACHUSETTS  
TOWN OF DERRY, NEW HAMPSHIRE  
TOWN OF DOUBLE SPRINGS, ALABAMA  
TOWN OF DOUGLAS  
TOWN OF DUDLEY  
TOWN OF EAST BRIDGEWATER  
TOWN OF EAST GREENWICH  
TOWN OF EASTHAM  
TOWN OF FAIRHAVEN, MASSACHUSETTS  
TOWN OF FALMOUTH  
TOWN OF FERRIDAY, LOUISIANA  
TOWN OF FOSTER  
TOWN OF FREETOWN  
TOWN OF GAULEY BRIDGE, WEST VIRGINIA, A WEST VIRGINIA  
TOWN OF GEORGETOWN  
TOWN OF GERALDINE, ALABAMA  
TOWN OF GLOCESTER  
TOWN OF GRAFTON  
TOWN OF GRANT, AL  
TOWN OF HANSON  
TOWN OF HOLLISTON  
TOWN OF HOPEDALE  
TOWN OF HOPKINTON, RI  
TOWN OF HUDSON  
TOWN OF JAMESTOWN

TOWN OF JOHNSTON, RI  
TOWN OF LAKE PROVIDENCE, LOUISIANA  
TOWN OF LAKEVILLE  
TOWN OF LANCASTER  
TOWN OF LEICESTER  
TOWN OF LEVERETT  
TOWN OF LONDONDERRY, NEW HAMPSHIRE  
TOWN OF LONGMEADOW  
TOWN OF LUDLOW  
TOWN OF LUNENBERG  
TOWN OF LYNNFIELD  
TOWN OF MADISONVILLE  
TOWN OF MARBLEHEAD  
TOWN OF MARSHFIELD  
TOWN OF MASHPEE  
TOWN OF MATTAPoisett  
TOWN OF MCKENZIE, AL  
TOWN OF MIDDLEBOROUGH  
TOWN OF MIDDLEBURY  
TOWN OF MIDDLETOWN, RHODE ISLAND  
TOWN OF MILFORD  
TOWN OF MOORESVILLE, INDIANA  
TOWN OF MUNFORD, ALABAMA  
TOWN OF NANTUCKET  
TOWN OF NARRAGANSETT  
TOWN OF NEW DELHI, LOUISIANA  
TOWN OF NEW MILFORD  
TOWN OF NORTH ANDOVER  
TOWN OF NORTH ATTLEBOROUGH  
TOWN OF NORTH KINGSTOWN  
TOWN OF NORTH PROVIDENCE  
TOWN OF NORTH READING  
TOWN OF NORTON  
TOWN OF NORWELL  
TOWN OF NORWOOD, MASSACHUSETTS  
TOWN OF ORANGE, MASSACHUSETTS  
TOWN OF PALMER  
TOWN OF PEMBROKE  
TOWN OF PENDLETON  
TOWN OF PLAINFIELD, INDIANA  
TOWN OF PLAINVILLE  
TOWN OF PLYMOUTH  
TOWN OF PROSPECT  
TOWN OF PROVINCETOWN, MASSACHUSETTS  
TOWN OF REHOBOTH, MASSACHUSETTS  
TOWN OF RICHMOND  
TOWN OF RICHWOOD, LOUISIANA  
TOWN OF ROCKLAND  
TOWN OF ROXBURY  
TOWN OF SALISBURY  
TOWN OF SANDWICH  
TOWN OF SCITUATE, MASSACHUSETTS  
TOWN OF SEEKONK  
TOWN OF SEYMOUR  
TOWN OF SHEFFIELD  
TOWN OF SHERIDAN

TOWN OF SHIRLEY  
TOWN OF SMITHFIELD  
TOWN OF SOMERSET  
TOWN OF SOPHIA, WEST VIRGINIA  
TOWN OF SOUTH HADLEY  
TOWN OF SOUTH KINGSTOWN MUNICIPAL CORPORATION  
TOWN OF SOUTHBRIDGE  
TOWN OF SPENCER  
TOWN OF SPRINGFIELD  
TOWN OF STONEHAM  
TOWN OF STOUGHTON, MASSACHUSETTS  
TOWN OF STRATFORD  
TOWN OF STURBRIDGE  
TOWN OF SUDBURY  
TOWN OF SUTTON  
TOWN OF SWAMPSCOTT  
TOWN OF TEMPLETON  
TOWN OF TEWKSBURY, MASSACHUSETTS  
TOWN OF TONAWANDA  
TOWN OF TRURO  
TOWN OF TYNGSBOROUGH  
TOWN OF UPLAND, INDIANA  
TOWN OF UPTON  
TOWN OF WAKEFIELD  
TOWN OF WALLINGFORD  
TOWN OF WARE  
TOWN OF WARREN  
TOWN OF WATERTOWN  
TOWN OF WEST BOYLSTON  
TOWN OF WEST BRIDGEWATER  
TOWN OF WEST GREENWICH  
TOWN OF WEST SPRINGFIELD  
TOWN OF WEST WARWICK, RI  
TOWN OF WESTBOROUGH  
TOWN OF WESTERLY  
TOWN OF WESTFORD  
TOWN OF WHITESVILLE, WEST VIRGINIA  
TOWN OF WILMINGTON  
TOWN OF WINCHENDON, MASSACHUSETTS  
TOWN OF WINTHROP  
TOWN OF WOLCOTT  
TOWN OF WOODVILLE, ALABAMA  
TOWN OF YELLOW BLUFF, ALABAMA  
TOWN OF ZIONSVILLE, INDIANA  
TOWNSHIP OF BLOOMFIELD  
TOWNSHIP OF IRVINGTON  
TOWNSHIP OF TEANECK, NJ  
TREATMENT WORKS INC  
TREMPEALEAU COUNTY  
TRI-COUNTY HEALTH DEPARTMENT  
TROUP COUNTY, GEORGIA  
TUCSON MEDICAL CENTER, A CORPORATION  
TULALIP TRIBES  
TUNICA-BILOXI TRIBE OF LOUISIANA  
TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS  
TUSCALOOSA COUNTY, ALABAMA

TWIGGS COUNTY, GEORGIA  
TYLER COUNTY COMMISSION  
TYLER M. ROACH  
TYRRELL COUNTY  
UFCW LOCAL 23 AND EMPLOYERS HEALTH FUND  
UINTAH COUNTY, UTAH  
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
UNION COUNTY  
UNION COUNTY, GEORGIA  
UNION COUNTY, MISS.  
UNION PARISH  
UNION TOWNSHIP  
UNITED FOOD AND COMMERCIAL WORKERS HEALTH AND WELFARE FUND OF NORTHEASTERN PENNSYLVANIA  
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1000 OKLAHOMA HEALTH AND WELFARE FUND  
UNITED FOOD AND COMMERCIAL WORKERS UNION UFCW LOCAL 1529 AND EMPLOYERS HEALTH AND WELFARE PLAN AND TRUST  
UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS HEALTH AND WELFARE FUND - ATLANTA  
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1995 EMPLOYERS HEALTH AND WELFARE FUND  
UNITED GOVERNMENT OF ATHENS-CLARKE COUNTY GEORGIA  
UPPER SIOUX COMMUNITY  
UPSHUR COUNTY COMMISSION  
UTAH COUNTY, UTAH  
VALLEY FIRE DISTRICT  
VALLEY HOPE ASSOCIATION  
VAN WERT COUNTY BOARD OF COUNTY COMMISSIONERS  
VANCE COUNTY  
VANDERBURGH COUNTY  
VERMILION PARISH POLICE JURY  
VERNON COUNTY  
VIGO COUNTY, INDIANA  
VILAS COUNTY  
VILLAGE OF BELWOOD  
VILLAGE OF BERKELEY  
VILLAGE OF BRIDGEVIEW  
VILLAGE OF BROADVIEW  
VILLAGE OF BROOKLYN HEIGHTS  
VILLAGE OF CHICAGO RIDGE  
VILLAGE OF DOLTON  
VILLAGE OF HERKIMER, NEW YORK  
VILLAGE OF HILLSIDE  
VILLAGE OF HODGKINS  
VILLAGE OF HOFFMAN ESTATES  
VILLAGE OF LAKEMORE  
VILLAGE OF MARRIONETTE PARK  
VILLAGE OF MAYWOOD  
VILLAGE OF MELROSE PARK  
VILLAGE OF NEWBURGH HEIGHTS  
VILLAGE OF NORTH RIVERSIDE  
VILLAGE OF OAK LAWN  
VILLAGE OF ORLAND PARK  
VILLAGE OF POSEN  
VILLAGE OF RIVER FOREST

VILLAGE OF RIVER GROVE  
VILLAGE OF STONE PARK  
VILLAGE OF TINLEY PARK  
VINTON COUNTY BOARD OF COUNTY COMMISSIONERS  
W. ANDREW FOX  
W.E.  
WABASH COUNTY  
WALDO COUNTY  
WALKER COUNTY  
WALKER RIVER PAIUTE TRIBE OF THE WALKER RIVER RESERVATION  
WALLA WALLA COUNTY  
WALTER AND VIRGINIA SALMONS  
WALTHALL COUNTY, MISS.  
WALTON COUNTY, GEORGIA  
WALWORTH COUNTY, WISCONSIN  
WAMPUM BOROUGH  
WARREN COUNTY, GEORGIA  
WARREN COUNTY, MISSOURI  
WARREN COUNTY, NC  
WARREN PRICE, LEGAL COUNSEL FOR SPRINGFIELD TOWNSHIP  
WARRENSVILLE HEIGHTS, OHIO  
WASATCH COUNTY, UTAH  
WASHBURN COUNTY  
WASHINGTON COUNTY  
WASHINGTON COUNTY, ALABAMA  
WASHINGTON COUNTY, FLORIDA  
WASHINGTON COUNTY, GEORGIA  
WASHINGTON COUNTY, MISS.  
WASHINGTON COUNTY, MN  
WASHINGTON COUNTY, OHIO AND CITY OF MARIETTA, OHIO  
WASHINGTON COUNTY, TN  
WASHINGTON POST COMPANY, LLC  
WATAUGA COUNTY, NC  
WAUKESHA COUNTY, WISCONSIN  
WAUPACA COUNTY  
WAUSHARA COUNTY  
WAYNE COUNTY BOARD OF COUNTY COMMISSIONERS  
WAYNE COUNTY, NORTH CAROLINA  
WAYNE STENEHJEM, NORTH DAKOTA ATTORNEY GENERAL  
WEBER COUNTY, UTAH  
WEBSTER COUNTY, MISSOURI  
WEBSTER HEALTH SERVICES, INC.  
WEBSTER PARISH  
WEST BATON ROUGE FIRE PROTECTION DISTRICT NO. 1  
WEST BEND MUTUAL INSURANCE COMPANY  
WEST BOCA MEDICAL CENTER, INC.  
WEST WHARTON COUNTY HOSPITAL DISTRICT  
WESTCARE FOUNDATION, INC.  
WESTERN PENNSYLVANIA ELECTRICAL EMPLOYEES INSURANCE TRUST FUND  
WESTWEGO CITY  
WETZEL COUNTY COMMISSION  
WHATCOM COUNTY  
WHITE COUNTY  
WHITFIELD COUNTY  
WHITMAN COUNTY  
WILCOX COUNTY, ALABAMA

WILKES COUNTY  
WILKINSON COUNTY, GEORGIA  
WILL COUNTY, ILLINOIS  
WILLIAM HANNA, THE LAW SOLICITOR FOR THE VILLAGE OF RICHFIELD  
WILLIAM HILTON, SHERIFF OF RAPIDES PARISH  
WILLIAMS COUNTY BOARD OF COUNTY COMMISSIONERS  
WILLIAMSON COUNTY, TN  
WINNEBAGO COUNTY  
WINNEBAGO TRIBE OF NEBRASKA  
WINSTON MEDICAL CENTER  
WOOD COUNTY  
WORTH COUNTY  
WORTH COUNTY, GEORGIA  
WORTH COUNTY, MISSOURI  
WYANDOT COUNTY BOARD OF COUNTY COMMISSIONERS  
WYDETTE WILLIAMS, SHERIFF OF EAST CARROLL PARISH  
WYOMING COUNTY, PA  
WYTHE COUNTY, VIRGINIA  
YADKIN COUNTY  
YALOBUSHA COUNTY, MISSISSIPPI  
YANCEY COUNTY  
YERINGTON PAIUTE TRIBE  
YORK COUNTY  
YUKON-KUSKOKWIM HEALTH CORPORATION  
YUROK TRIBE  
ZENITH INSURANCE COMPANY  
ZNAT INSURANCE COMPANY

**Other**

NOVO NORDISK

**Schedule 2**

**Client Match List**

<u>Municipal:</u>	<u>Investment Banking Clients:</u>
State of Alaska	Alcami Corporation
City of Atlanta	AlixPartners LLP
Bell County, TX	Alvogen or an affiliate thereof
County of Bexar, TX	Ceridian or an affiliate thereof
State of California	Hercules Trust
State of Connecticut	iHeart Media Inc.
City of Detroit, MI	Information Resources
El Paso County, TX	inVentiv health or an affiliate thereof
Erie County, PA	Ladenburg B.V. or an affiliate thereof
State of Florida	Masergy Communications Inc.
Harris County, TX	Patheon Pharmaceuticals Inc.
County of Hildago, TX	PPD Development LP or an affiliate thereof
Houston, TX	Siemens Industry Inc.
State of Illinois	Sparta Systems
State of Indiana	Waters Corporation
Kansas City, MO	
Los Angeles, CA	
State of Maine	
City of Memphis, TN	
City of Miami, FL	
State of Michigan	
State of Missouri	
State of New Hampshire	
State of New Jersey	
State of New York	
State of North Carolina	
State of Ohio	
State of Pennsylvania	
City of Philadelphia, PA	
City of Phoenix, AZ	
State of Rhode Island	
City of San Diego, CA	
State of Texas	
Suffolk County, NY	
State of Connecticut	
State of Utah	
State of Washington	
State of Wisconsin	

**EXHIBIT D**

**Retention Declaration**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 11
PURDUE PHARMA L.P., <i>et al.</i> ,	:	Case No. 19-23649 (RDD)
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	

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**DECLARATION OF BRENDAN STUHAN IN SUPPORT OF APPLICATION FOR  
ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF JEFFERIES LLC AS  
INVESTMENT BANKER TO THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS NUNC PRO TUNC TO OCTOBER 4, 2019**

Under 28 U.S.C. § 1746, I, Brendan Stuhan, declare as follows under penalty of perjury:

1. I am Assistant General Counsel of Blue Cross and Blue Shield Association. I am making this declaration on behalf of Blue Cross and Blue Shield Association in its capacity as Co-Chair of Official Committee of Unsecured Creditors (the “Committee”) of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”).

2. I submit this declaration (the “Retention Declaration”) in support of the *Application for Order Authorizing Employment and Retention of Jefferies LLC as Investment Banker to the Official Committee of Unsecured Creditors Nunc Pro Tunc to October 4, 2019* (the “Application”).<sup>2</sup> Except as otherwise noted, all facts in this Retention Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF L.P. (0495), SVC Pharma L.P. (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

relevant documents, and information supplied to me by other members of the Committee and the Committee's advisors.

**THE COMMITTEE'S DETERMINATION TO RETAIN JEFFERIES**

3. The Committee understands its fiduciary duty to seek to maximize unsecured creditor recoveries and, to the extent reasonably possible, to resolve these Chapter 11 Cases in a consensual and expeditious manner.

4. After discussion and consideration of the costs and benefits, the Committee concluded—in accordance with its fiduciary duties—that it required the services of its own investment banker in order to be able to competently advise unsecured creditors on the transactions that may be consummated in these Chapter 11 Cases. Among other things, the Committee concluded that an independent investment banker was required to assist it with (i) the marketing, negotiating and court approval phases of any potential sale process(es) being conducted by the Debtors', (ii) analysis of any settlements with holders of claims and equity interests of the Debtors as well as any settlements with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, including arising from, related to or in connection with the Settlement Structure (as defined in the Debtors' Informational Brief [Docket No. 17]), and (iii) relevant valuations, recoveries, evaluation and negotiations of any proposed chapter 11 plan, settlements, and sales. The Committee's retention of its own investment banker will ensure that any sale process(es), settlements or other transactions are fairly considered by the Committee and that a diligent and exhaustive search for value-maximizing proposals is conducted.

5. The Committee carefully considered what financial professionals are necessary in these Chapter 11 Cases, and the Committee agreed that it required the services of both Jefferies (as investment banker) and Province (as financial advisor) to ensure that the Committee is able to discharge its fiduciary duty to all unsecured creditors.

6. As set forth below, the services to be provided by Jefferies are distinct from the services to be provided by Province, which will, among other things, conduct diligence and analysis regarding the Debtors' businesses and operations.

#### **THE COMMITTEE'S SELECTION PROCESS**

7. The decision to retain and employ an investment banker and financial advisor followed careful consideration and a thorough and arm's-length negotiation process. After its appointment, the Committee interviewed three investment banks and two financial advisory firms.

8. Committee members and the Committee's legal counsel spent the period immediately following the interviews reviewing and considering the need to retain one of the investment banks the Committee interviewed. After deliberations among Committee members and counsel, as well as further discussions with the prospective investment banks, the Committee, following negotiations with Jefferies regarding the terms of the engagement, ultimately decided to retain Jefferies, based on its capabilities and significant experience in chapter 11 restructurings (specifically in the pharmaceutical industry), its competitive compensation structure, and the need for an advisor to perform the services for which the Committee seeks to retain Jefferies, specifically, to enable the Committee to discharge its fiduciary duties to independently evaluate any sale process(es), settlements or other transactions contemplated by the Debtors, including any proposed settlement with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests.

9. The Committee has negotiated, reviewed and agreed to the Fee and Expense Structure set forth below:<sup>3</sup>

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<sup>3</sup> To the extent there is any inconsistency between the summary of the Fee and Expense Structure set forth in this Application and the Fee and Expense Structure as set forth in the Engagement Letter, the terms of the Engagement Letter shall control.

- **Monthly Fee.** A monthly fee (the “Monthly Fee”) equal to \$225,000 per month until the expiration or termination of the Engagement Letter. The first Monthly Fee shall be payable immediately upon Bankruptcy Court approval of the Application (with, for the avoidance of doubt, the Monthly Fees being deemed to have accrued beginning on the date of the Engagement Letter), and each subsequent Monthly Fee shall be payable in advance on each monthly anniversary thereafter. Fifty percent of the Monthly Fees in excess of \$2,700,000 (12 Monthly Fees) actually paid to Jefferies shall be credited once (without duplication) against the Transaction Fee (as defined below) due to Jefferies.
- **Transaction Fee.** Upon the consummation of any chapter 11 plan or other Transaction, a fee (the “Transaction Fee”) equal to \$7,500,000. For the avoidance of doubt, only one Transaction Fee may be payable to Jefferies under the terms of the Engagement Letter.

10. The Committee understands that the Fee and Expense Structure is standard for investment banking firms. This view is predicated upon Committee discussions with its advisors before, during, and after the selection process.

11. Having received and evaluated proposals from a number of other investment bankers, the Committee determined that Jefferies’s negotiated compensation package was fair and reasonable.

12. For the avoidance of doubt, I have no relationship with Jefferies or Province.

#### **JEFFERIES AND PROVINCE WILL SERVE DIFFERENT PURPOSES**

13. In the Committee’s discussions regarding the possibility for seeking authority to retain both an investment banker and a financial advisor, the Committee members discussed the need to avoid unnecessary duplication of work. To this end, the Committee is focused on ensuring that the advisory services provided by Jefferies and Province are discrete, independent, and ultimately complement each other.

14. The Committee has instructed Jefferies to focus primarily on such macro issues relating to these Chapter 11 Cases such as (i) the marketing, negotiating and court approval phases

of any potential sale process(es) being conducted by the Debtors', (ii) analysis of any settlements with holders of claims and equity interests of the Debtors as well as any settlements with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, and (iii) relevant valuations, recoveries, evaluation and negotiations of any proposed chapter 11 plan, settlements, and sales.

15. In contrast, the Committee has instructed Province to focus its efforts primarily on micro tasks such as cash flow analysis and intercompany and/or related party transactions, among other things. Province will conduct detailed diligence and analysis of the Debtors' businesses, operations and financial information. To understand the operation of this corporate structure, the assets and claims at each debtor and their impact on unsecured creditor distributions, the Committee requires an experienced financial advisor like Province.

16. The Committee concluded that the services of both Jefferies and Province will be necessary to ensure that the Committee is able to execute its statutory mandate and discharge its fiduciary duty to unsecured creditors. The Committee also believes that each firm possesses distinct skills and experiences that are required by the Committee to evaluate numerous issues facing unsecured creditors in these Chapter 11 Cases, and that it is prudent in the overall circumstances of this case to engage both firms. The Committee agreed that both firms must be utilized.

17. Based on the foregoing, the Committee respectfully requests that the Court enter Order approving the retention of Jefferies, as investment banker, to the Committee.

I declare under penalty of perjury that the foregoing is true and correct on this 4th day of November, 2019.

**THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF PURDUE PHARMA L.P., ET AL.**

By:



Name: Brendan Stuhan, not in his individual capacity but solely on behalf of Blue Cross and Blue Shield Association, in its capacity as co-chair of the Official Committee of Unsecured Creditors of Purdue Pharma L.P., *et al.*